



St. Charles Parish
Meeting Agenda
Parish Council
Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Fauchaux,
Terrell D. Wilson, Paul J. Hogan, Larry Cochran,
Traci A. Fletcher, Julia Fisher-Perrier

Monday, January 7, 2013

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER

Bishop Otis Kenner
Faith Praise & Deliverance Temple

PLEDGE

Bishop Otis Kenner
Faith Praise & Deliverance Temple

APPROVAL OF MINUTES

Regular Meeting - December 17, 2012

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2012-0452 (1/7/2013, Wilson)

Proclamation: Martin Luther King, Jr. Day

1 2013-0001 (1/7/2013, St. Pierre, Jr., Bond Counsel)

A resolution giving preliminary approval to the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of Sales Tax Refunding Bonds, of the Parish of St. Charles, State of Louisiana; making application to the State Bond Commission for approval of said Bonds; and providing for other matters in connection therewith.

Legislative History

1/7/13

Parish President

Introduced

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2012-0450 (1/7/2013)

Housing Authority

2012-0451 (1/7/2013, St. Pierre, Jr.)

Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING**Tuesday, January 22, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville***(No items for the regular Agenda)***PLANNING AND ZONING PETITIONS**

6 2012-0444 (12/17/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands.

Legislative History

| | | | |
|----------|---------------------------------|----------------------|---------------------|
| 8/23/12 | Department of Planning & Zoning | Received/Assigned PH | |
| 12/6/12 | Department of Planning & Zoning | Recommended Approval | Planning Commission |
| 12/6/12 | Planning Commission | Recommended Approval | Parish Council |
| 12/17/12 | Parish President | Introduced | |
| 12/17/12 | Parish Council | Publish/Scheduled PH | |

15 2012-0445 (12/17/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning from CR-1 to R-1AM at 1076 Paul Maillard Road, a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, as per a survey dated December 3, 2012 by Stephen Flynn, Boutte, as requested by David Williams.

Legislative History

| | | |
|----------|---------------------------------|----------------------|
| 10/26/12 | Department of Planning & Zoning | Received/Assigned PH |
| 12/17/12 | Parish President | Introduced |
| 12/17/12 | Parish Council | Publish/Scheduled PH |

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)**

27 2012-0269 (12/17/2012, Hogan)

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 24 Noise; Section 24-6 Prohibitions and Section 24-7 Enforcement.

Legislative History

| | | |
|--------|-------------------|----------------------|
| 8/6/12 | Council Member(s) | Introduced |
| 8/6/12 | Parish Council | Publish/Scheduled PH |

8/20/12 Parish Council PH Requirements Satisfied

Reported:

Councilman Hogan Recommended: Approval

8/20/12 Parish Council Approved Fail

Proposed ordinance failed for lack of a majority by the following vote

8/20/12 Parish Council Discussed

Councilman Hogan requested Point of Privilege. Councilman Hogan inquired of the procedure to amend one part of the Code to agree with another and the preference of the Council addressing File No. 2012-0269 in committee.

10/16/12 Legislative Committee Meeting Cancelled

11/5/12 Legislative Committee Discussed

Speakers:

Sheriff Greg Champagne, St. Charles Parish

Mr. Ron Touchard, Bayou Gauche

Captain Gil Schmitt, St. Charles Parish Sheriff's Office

12/17/12 Council Member(s) Introduced

12/17/12 Parish Council Publish/Scheduled PH

29 **2012-0446** (12/17/2012, Hogan)

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 4 Animals and Fowl, Article L; Section 4-5. Public nuisance, and Section 4-10.1 Penalties.

Legislative History

12/17/12 Council Member(s) Introduced

12/17/12 Parish Council Publish/Scheduled PH

31 **2012-0447** (12/17/2012, St. Pierre, Jr., Grants Office)

An ordinance approving and authorizing the execution of Change Order No. 1 for the Hurricane Gustav/Ike Community Development Block Grant (CDBG) Disaster Recovery Program Project No. 45PARA3201, the Edward A. Dufresne Community Center, to decrease the contract amount by \$373.78 and increase the contract time by thirty-five (35) days.

Legislative History

12/17/12 Parish President Introduced

12/17/12 Parish Council Publish/Scheduled PH

41 **2012-0448** (12/17/2012, St. Pierre, Jr., Department of Parks and Recreation)

An ordinance to approve and authorize the execution of a contract with Bill Ward Builders, LLC, to construct a new restroom facility at the West Bank Bridge Park in Luling.

Legislative History

12/17/12 Parish President Introduced

12/17/12 Parish Council Publish/Scheduled PH

47 **2012-0449** (12/17/2012, St. Pierre, Jr., Department of Parks and Recreation)

An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Meyer Engineers, Ltd. to provide design services for the new Parks and Recreation Equipment Building at 131 Manor Road in Luling.

Legislative History

12/17/12 Parish President Introduced

12/17/12 Parish Council Publish/Scheduled PH

RESOLUTIONS

56 2012-0379 (1/7/2013, St. Pierre, Jr., Department of Planning & Zoning)

A resolution providing mandatory supporting authorization to Antioch Baptist Church to endorse the Planning Board of Commissioners positive recommendation to waive the 6 ft. fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property line of the site where it abuts Lot 97B of the Ranson Subdivision, Section 39, Township 14 S, Range 20 E, for the approved special permit (PZSPU-2012-07) for a cemetery on Lot 95F of the Ranson Subdivision, at 16461 Old Spanish Trail, Des Allemands.

Legislative History

| | | | |
|--|---------------------------------|---------------------------|---------------------|
| 8/23/12 | Department of Planning & Zoning | Received/Assigned PH | |
| 10/4/12 | Department of Planning & Zoning | Recommended Approval | Planning Commission |
| 10/4/12 | Planning Commission | Recommended Approval | Parish Council |
| 11/5/12 | Parish President | Introduced | |
| 11/5/12 | Parish Council | Motion | Pass |
| to deviate from the regular order of the Agenda to take up File No. 2012-0379 | | | |
| 11/5/12 | Parish Council | Motion | Pass |
| to suspend the Council Rules in accordance with Rule 19. to allow public input on File No. 2012-0379 which was not advertised for Public Hearing | | | |
| 11/5/12 | Parish Council | PH Requirements Satisfied | |
| Reported: | | | |
| P & Z Department Recommended: Approval | | | |
| Planning Commission Recommended: Approval | | | |
| Speakers: | | | |
| Pastor Mitchell Bolden, Jr., Antioch Baptist Church, Des Allemands | | | |
| Mr. Milton Allemand, Hahnville | | | |
| 11/5/12 | Parish Council | Postponed Indefinitely | Pass |
| Discussion: to postpone indefinitely File No. 2012-0379 | | | |
| Chairman Nuss stated for the record that Councilwoman Fletcher meant to vote yea; but marked herself absent in error. | | | |
| 11/5/12 | Parish Council | Motion | Pass |
| to return to the regular order of the Agenda | | | |
| 11/5/12 | Department of Planning & Zoning | Received/Assigned PH | |
| 12/6/12 | Department of Planning & Zoning | Recommended Approval | Planning Commission |
| 12/6/12 | Planning Commission | Recommended Approval | Parish Council |
| 1/7/13 | Parish President | Introduced | |

APPOINTMENTS

71 2012-0453 (1/7/2013)

Accept resignation of Mr. Ronald J. Perry - Planning & Zoning Commission

Legislative History

5/21/12 Parish Council Enacted Legislation

Mr. Ronald J. Perry appointed to the Planning & Zoning Commission as the District VI Representative on May 21, 2012, per Resolution No. 5915

Term: May 31, 2012 - May 31, 2016

1/4/13 Board Member Resigned

Correspondence received from Mr. Ronald J. Perry notifying the Parish Council of his resignation.

2012-0454 (1/7/2013)

A resolution to appoint a member to the Planning & Zoning Commission as the District VI Representative.

On January 22, 2013, Council Chairman will accept nomination from the District VI Councilmember to fill the vacancy caused by the resignation of the term of Mr. Ronald J. Perry. Unexpired term to begin immediately and expire May 31, 2016.

Legislative History

5/21/12 Parish Council Enacted Legislation

Mr. Ronald J. Perry appointed to the Planning & Zoning Commission as the District VI Representative on May 21, 2012, per Resolution No. 5915.

Term: May 31, 2012 - May 31, 2016

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2012-0455 (1/7/2013)

Council Chairman shall name a Councilman to act as Chairman of the Operations, Maintenance, and Construction Management Committee [per Parish Council Rule 32]

Council Chairman shall name a Councilman to act as Chairman of the Operations, Maintenance, and Construction Management Committee [per Parish Council Rule 32]

2012-0456 (1/7/2013)

Appointment of Chairman to the Legislative Committee

Council Chairman shall name a Councilman to act as Chairman of the Legislative Committee [per Parish Council Rule 32]

2012-0457 (1/7/2013)

Appointment of Chairman to the Contract/Finance and Administrative Committee

Council Chairman shall name a Councilman to act as Chairman of the Contract/Finance and Administrative Committee [per Parish Council Rule 32]

2012-0458 (1/7/2013)

Appointment of Chairman to the Special Projects/Public Safety, Health, and Environmental Committee

Council Chairman shall name a Councilman to act as Chairman of the Special Projects/Public Safety, Health, and Environmental Committee [per Parish Council Rule 32]

2012-0459 (1/7/2013)

Appointment of Chairman to the Hurricane Protection Projects Committee

Council Chairman shall name a Councilman to act as Chairman of the Hurricane Protection Projects Committee [per Parish Council Rule 32]

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.**MEETINGS**

CIVIL SERVICE BOARD: Tuesday, 1/8/13, 6:30PM, Council Chambers

COMMUNITY ACTION ADVISORY BOARD: Wednesday, 1/9/13, 7PM, Council Chambers

SUNSET DRAINAGE DISTRICT: Thursday, 1/10/13, 7PM, Council Chambers

911 COMMUNICATIONS DISTRICT: Monday, 1/14/13, 5PM, Council Chambers

LIBRARY BOARD: Tuesday, 1/15/13, 6PM, Council Chambers

ZONING BOARD OF ADJUSTMENT: Thursday, 1/17/13, 7PM, Council Chambers

ANNOUNCEMENTS

PARISH HOLIDAY: Monday, January 21, 2013 - Martin Luther King, Jr. Day

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2013-0001

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(BOND COUNSEL)**

RESOLUTION NO.

A resolution giving preliminary approval to the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of Sales Tax Refunding Bonds, of the Parish of St. Charles, State of Louisiana; making application to the State Bond Commission for approval of said Bonds; and providing for other matters in connection therewith.

WHEREAS, pursuant to the provisions of Sub-Part F, Part III, Chapter 4, of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, the Parish of St. Charles, State of Louisiana (the "Issuer") has heretofore issued \$4,735,000 of Sales Tax Bonds, Series 2003 (the "Series 2003 Bonds"); and,

WHEREAS, in order to provide debt service savings, the Issuer desires to refund all or any portion of the Series 2003 Bonds pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), through the issuance of its refunding bonds; and,

WHEREAS, pursuant to the Act, and subject to the approval of the State Bond Commission, the Issuer desires to accomplish the refunding by authorizing the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of its Sales Tax Refunding Bonds (the "Bonds"), to be payable solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the Issuers three-eighths of one percent (3/8%) sales and use tax authorized at the election held on April 30, 1983 (the "Tax"); and,

WHEREAS, the Issuer desires to make formal application to the State Bond Commission for approval of the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "City"), that:

SECTION 1. Preliminary Approval of the Bonds. Preliminary approval is given to the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of Sales Tax Refunding Bonds (the "Refunding Bonds"), of the Issuer, to be issued for the purpose of refunding all or any portion of the Series 2003 Bonds, and paying the costs of issuance of the Refunding Bonds, said Refunding Bonds to be payable from and secured by the Tax. The Refunding Bonds shall bear interest at a rate or rates not to exceed five percent (5%) per annum, to be determined by subsequent resolution of this Governing Authority at the time of the sale of the Refunding Bonds, and shall mature in annual installments due no later than July 1, 2023. The Refunding Bonds shall be issued in fully registered form, shall be sold to the purchasers thereof at a price of not less than 96% of par, plus accrued interest, and shall have such additional terms and provisions as may be determined by this Governing Authority.

SECTION 2. Employment. This Governing Authority finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Foley & Judell, LLP, of New Orleans, Louisiana, as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds, shall counsel and advise this Governing Authority as to the issuance thereof and shall furnish its opinions covering the legality of the issuance of the Bonds. The fee of Bond Counsel for each series of said bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work in connection with the issuance of each such series of revenue obligations and based on the amount of said bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be contingent upon the issuance, sale and delivery of said bonds. That pursuant to instructions from the Director of Finance, Bond Counsel shall cause to be prepared an official statement with respect to the sale of the Bonds and the costs of the preparation and printing of said official statement, as approved by the State Bond Commission, shall be paid from the proceeds of the issue for which it has been prepared. Said Official

Statement may be submitted to one or more of the nationally recognized bond rating service or services, together with a request that an appropriate rating be assigned. Payment for all ratings shall be made by the Director of Finance upon presentation of appropriate statements from the particular rating service furnishing the ratings. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated.

SECTION 3. State Bond Commission. Application is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for approval of the issuance and sale of the Refunding Bonds and for consent and authority to proceed with the issuance and sale of the Refunding Bonds as provided above, and Bond Counsel is directed to make application to the State Bond Commission in accordance with the foregoing on behalf of the Governing Authority.

By virtue of applicant/issuers application for, acceptance and utilization of the benefits of the Louisiana State Bond Commissions approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

This resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted on this, the 7th day of January, 2013.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, Secretary of the St. Charles Parish Council do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by said Parish Council on January 7, 2013, giving preliminary approval to the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of Sales Tax Refunding Bonds, of the Parish of St. Charles, State of Louisiana; making application to the State Bond Commission for approval of said Bonds; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Parish at Hahnville, Louisiana, on this, the 7th day of January, 2013.

Secretary

(SEAL)

M. JASON AKERS
MEREDITH L. HATHORN
DAVID E. HENDERSON
J. HUGH MARTIN
ALAN L. OFFNER
JERRY R. OSBORNE
C. GRANT SCHLUETER
SUSAN WEEKS

TREVOR J. HAYNES

FOLEY & JUDELL, L.L.P.
ATTORNEYS AND COUNSELLORS AT LAW
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388 CANAL STREET
NEW ORLEANS, LOUISIANA 70130-1138
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BATON ROUGE OFFICE
ONE AMERICAN PLACE
SUITE 1950, 301 MAIN STREET
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WAYNE J. NEVEU
SPECIAL COUNSEL

JOHN W. COX
WILLIAM H. BECK, JR. (RETIRED)
OF COUNSEL

DUDLEY C. FOLEY, JR.
1910-2004
LOUISE L. BEWLEY
sender's e-mail address:
josborne@foleyjudell.com
(504) 568-1248

OUR FILE NO.

December 27, 2012

Ms. Tiffany Clark
St Charles Parish Council
15045 Hwy 18
Hahnville, LA 70057

Re: Not exceeding \$2,750,000 of Sales Tax Refunding Bonds,
Series 2013 of the Parish of St. Charles, State of Louisiana

Dear Ms. Clark:

Enclosed herewith are several copies of the proceedings to be considered by the Parish Council on January 7, 2013, providing for the preliminary approval of the above captioned bonds.

After adoption by the Parish Council, the resolution must be completed by filling in the names of the persons offering and seconding the resolution and inserting the vote therein. Thereafter, the proceedings are to be handled in the manner indicated by the attached instruction tags, as follows:

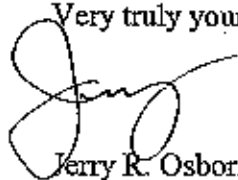
1. The first copy is for inscription in the your official minute book, after the clipped pages have been signed by you and the Chairman.
2. The second copy has several copies of a certificate attached which are to be signed by you, sealed and returned to our office as soon as possible.
3. The third copy is for publication one time in the Parish Council's official journal along with any other minutes of the meeting you may wish to publish.

December 27, 2012

Page 2

Should you have any questions concerning the enclosures, please do not hesitate to call the undersigned at (504)-568-1249.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jerry R. Osborne". The signature is fluid and cursive, with a large initial "J" and "O".

Jerry R. Osborne

JRO/kmc

enclosures

cc: Hon. V. J. St. Pierre, President
Hon. Larry Cochran, Chairman
Mr. Grant Dussem, CFO
Mr. Tim Vial, CAO

2012-0444**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)****ORDINANCE NO. _____**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, to approve the change of zoning classification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands as requested by Antioch Baptist Church.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this zoning reclassification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands as requested by Antioch Baptist Church.

SECTION III. To authorize the Department of Planning and Zoning to change the Future Land Use Map, in the Comprehensive Land Use Plan adopted under ordinance 11-6-11 from Light Industrial to Rural Residential on the property.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR-2012-10 requested by Antioch Baptist Church for a change in zoning classification from M-1 to OL at 16461 Old Spanish Trail, Des Allemands, Council District 4.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

Mr. Gibbs: First item on the agenda is **PZR-2012-10** requested by **Antioch Baptist Church** for a change in zoning classification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands. Council District 4. Mr. Matherne.

Mr. Matherne: Thank you Mr. Chairman. First a quick explanation, the first two items on the agenda you've actually seen before. It is a rezoning and special permit use for the Antioch Baptist Church in order to locate a cemetery on their site. There was an error when we verified the abutting property owners that null and voided the first time it came through. Basically the way it works if you look at where the church is on the map, the portion that is currently zoned open land, we have the abutting property owners to that, but as you can see that site actually extends a great deal farther than that and the folks between the proposed cemetery and Old Spanish Trail, all but one was left out of the notification. So we have to do it again in order for this to be a legal rezoning and a legal special permit use. So what you are about to hear will sound very familiar, but here we go.

Application is a down-zoning request from M-1 to O-L. It is to allow a church to develop accessory uses within the regulations of the Parish zoning ordinance, specifically a cemetery. In the next file is a special permit use with a partial waiver to the required 6' fencing or planting requirement.

Local law requires rezoning proposals to meet all of the guidelines of at least one of the three criteria headings listed in Applicable Regulations (above). Considering the zoning and land use changes of surrounding property since 1998, this application meets all three.

The first criteria heading requires evidence that changes in the subject area make present zoning obsolete. Proof of obsolescence must demonstrate that no reasonable use of the subject property exists under current zoning. The property is situated so that the entrance to the M-1 portion of the site is through the existing churches entrance and parking lot. Basically this area was zoned M-1, it's obvious that it is not going to be developed with a light industry. It's going to be developed in a more residential fashion.

The second criteria heading requires that the zoning change be in the public interest and not create four negative impacts associated with congestion and burden of public infrastructure.

The third criteria heading sets four prerequisites for meeting the overall test. This application meets these criteria because cemeteries should not or do not limit the usefulness of residential properties surrounding it. The re-zoning and re-subdivision history of the property does not adversely affect the reliance neighboring property owners have placed on the zoning pattern since M-1 zoning currently abuts a residential zoning district. Considering the meeting of the three criteria we do recommend approval as presented. This approval will also require change to the Future Land Use Map. That will also be done upon approval of the rezone by the Parish Council. Thank you.

Mr. Gibbs: Thank you Mr. Matherne. This is a public hearing for PZR-2012-10, is there anyone in the audience that would like to speak in favor? State your name and address please.

Mitchell Bolden, Jr., 143 S. Kinler also the Pastor of the Antioch Baptist Church. We've been going forth for over 3 years now with this. Every church need a place to bury their dead.

Mr. Gibbs: Thank you Sir. Anyone else to speak in favor? Anyone else to speak against? Seeing none, Commission members any questions, concerns? Cast your vote please.

YEAS: Pierre, Booth, Gibbs, Galliano, Clutee, Perry
NAYS: None
ABSENT: Foster

Mr. Gibbs: That's unanimous with Mr. Foster absent. This does have to go to the Council.

Ms. Marousek: It will go the first meeting in January.

Mr. Gibbs: The first meeting in January to the Parish Council.

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZR-2012-10

GENERAL APPLICATION INFORMATION

◆ **Name/Address of Applicant:**

Antioch Baptist Church
P.O. Box 538
Des Allemands, La 70030

Application Date: 8/23/12

◆ **Location of Site:**

Lot 95F of Coteau de France
Municipal address 16461 Old Spanish Trail, Des Allemands

◆ **Requested Action:**

Rezoning from M-1 to O-L

◆ **Purpose of Requested Action:**

Private cemetery

SITE-SPECIFIC INFORMATION

◆ **Size of Parcel:**

Approximately 2 acres

◆ **Existing Land Use:**

Church and vacant

◆ **Existing Zoning:**

M-1 and O-L

◆ **Surrounding Land Uses and Zoning:**

M-1, R-1(M), and R-1A(M) zoning surround the site. Eight (8) R1-A(M) uses and a cell tower are near the site; the rest of the area is vacant.

◆ **Comprehensive Plan Specifications:**

The Future Land Use Map lists the entire area as Light Industrial

◆ **Utilities:**

Standard utilities serve the site.

◆ **Floodplain Information:**

X; non flood hazard area; ABFE AE+5

Traffic Analysis:

Site has frontage on Old Spanish Trail, a winding two-way collector street that parallels the Southern Pacific Railroad and roughly parallels current Hwy 90.

APPLICABLE REGULATIONS

Appendix A. Section VLA. *Open Land District* [I].1.c. *Special Permit Uses and Structures*
(3) Cemeteries and mausoleums provided that they meet the criteria outlines in Special Provisions [subsection 3].

AND

Appendix A. Section VLA.[I].3:

e. Cemeteries and mausoleums:

- (1) All cemetery or mausoleum sites must have a minimum street frontage of one hundred (100) feet. (Ord. No. 08-3-4, § 1, 3-24-08)
- (2) All cemetery or mausoleum sites must have a fence or screen planting six (6) feet high along all property lines adjoining all districts. (Ord. No. 08-5-7, § 1, 5-19-08)

AND

Appendix A. Section IV.9:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:
 - a. Land use the same as, or similar to that existing on properties next to, or across the street from the site under consideration.
 - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
 - c. Consideration of changes in land value, physical environment or economic aspects, which tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:
 - a. Undue congestion of streets and traffic access.
 - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
 - a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

ANALYSIS

Applicant requests a down-zoning from M-1 to O-L to allow a church to develop accessory uses within the regulations of the Parish zoning ordinance. The companion application, PZSPU 2012-07, is a request to develop a private cemetery on the site, with a waiver to the required 6' fencing or planting requirement.

Local law requires rezoning proposals to meet all of the guidelines of at least one of the three criteria headings listed in Applicable Regulations (above). Considering the zoning and land use changes of surrounding property since 1998, this application meets all three.

The first criteria heading requires evidence that changes in the subject area make present zoning obsolete. Proof of obsolescence must demonstrate that no reasonable use of the subject property exists under current zoning. The property is situated so that the entrance to the M-1 portion of the site is through the existing churches entrance and parking lot. The development of a Light Industrial Use on this site would likely require the church either to relocate or remove its required parking, so development to this nature is impractical.

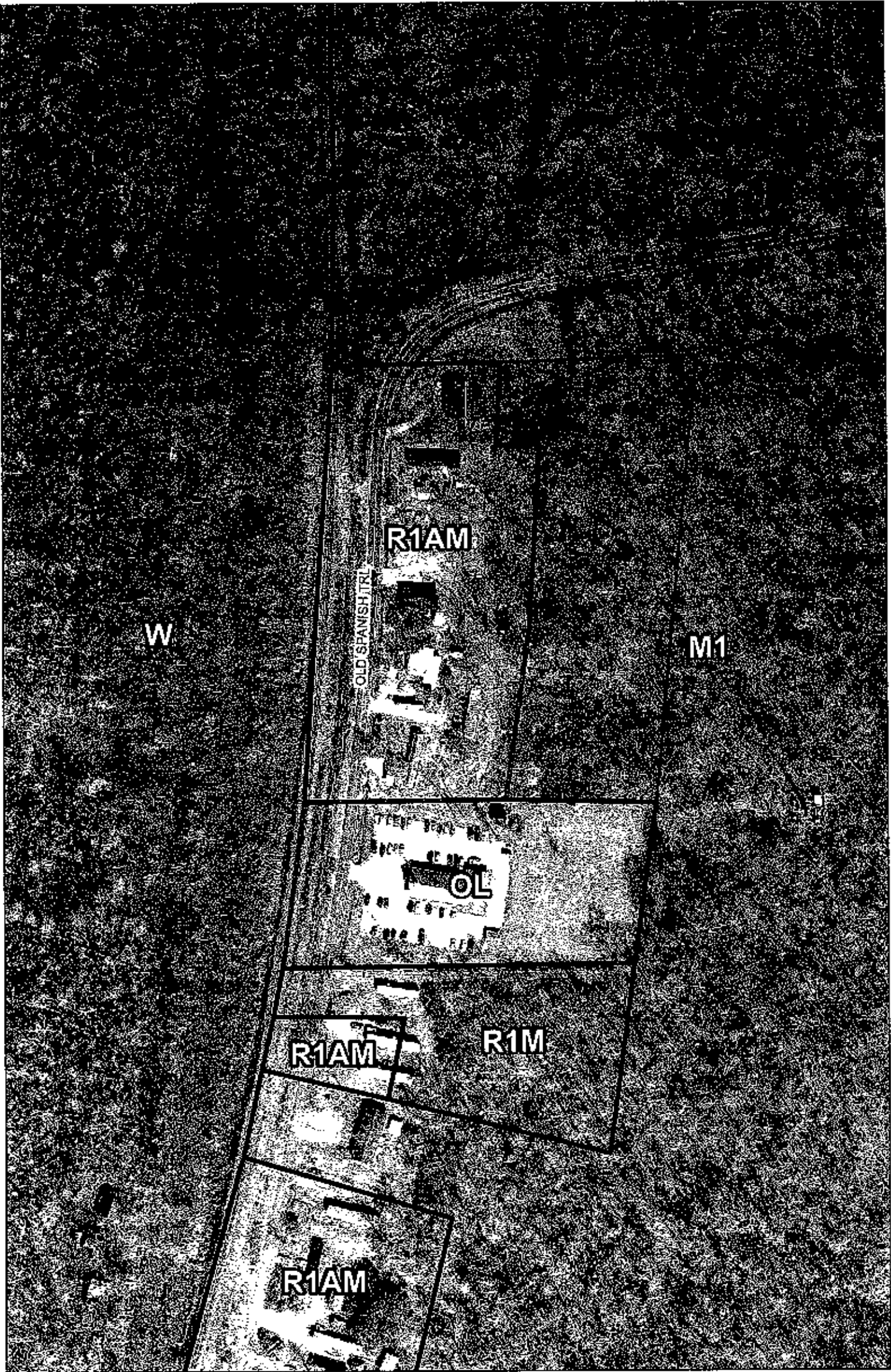
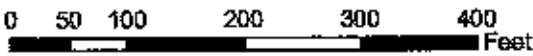
The second criteria heading requires that the zoning change be in the public interest and not create four negative impacts associated with congestion and burden of public infrastructure. As a down-zoning, this application severely decreases the number and intensity of permitted uses on the M-1 portion of the property. Many examples of cemeteries in or near residential zoning districts throughout Des Allemands, and throughout St. Charles Parish indicate that a cemetery located behind the existing R-1A(M) uses will not create land usage which, is, or may become incompatible with existing character or usage of the neighborhood. The area of proposed OL zoning will also provide a buffer between the R-1AM zoned property along Old Spanish Trail and the M-1 zoned property to the east.

The third criteria heading sets four prerequisites for meeting the overall test. This application meets these criteria because cemeteries have not limited the value or usefulness of residential properties in Des Allemands. The re-zoning and re-resubdivision history of the property does not adversely affect the reliance neighboring property owners have placed on the zoning pattern since M-1 zoning currently abuts a residential zoning district. The down zone to OL will provide an area of less intensive use adjoining the residential property. This requested change will not create a spot zone, because it is an extension of the existing O-L zoning on the remainder of the church property and it will not prevent the normal maintenance and enjoyment of adjacent properties.

DEPARTMENTAL RECOMMENDATIONS

**The department recommends approval as presented.
Approval of the required change to the Future Land Use Map.**

PZR 2012-10
Requested by Antioch Baptist Church
For a change of zoning district from M-1 to OL
Near 16461 Old Spanish Trail, Des Allemands



2012-0445**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)****ORDINANCE NO. _____**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning from CR-1 to R-1AM at 1076 Paul Maillard Road, a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, as per a survey dated December 3, 2012 by Stephen Flynn, Boutte, as requested by David Williams.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from CR-1 to R-1AM at 1076 Paul Maillard Road, for a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, as per a survey dated December 3, 2012 by Stephen Flynn, Boutte, as requested by David Williams.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to reflect the zoning reclassification to R-1AM as requested by David Williams.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

Mr. Gibbs: The next item on the agenda is **PZR-2012-14** requested by **David Williams** for zoning reclassification from CR-1 to R-1A(M) for a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, at 1076 Paul Maillard Road, Luling, Council District 2. Mr. Matherne.

Mr. Matherne: Thank you Mr. Chairman. The applicants seek to rezone their property zoned CR-1 to R-1AM for the purpose of replacing the existing home with a mobile home. The house on the property is considered a legal nonconforming use and could be replaced with another site built house; however, the replacement of the site built structure with a mobile home necessitates a rezone to R-1AM zoning. The site is located across Paul Maillard Road from St. Charles Hospital and next to the St Charles EMS Facility. To the rear are a mobile homes and houses. The applicant states that their existing home sustained damage from Hurricane Isaac and he seeks to replace that structure with a mobile home. As of the time of writing this report the Department has requested but has not received a survey of the subject property, however we've received that and you all have gotten a copy.

In order to receive a recommendation for approval, a rezoning request must meet all of the tests of at least one of the 3 criteria listed in applicable regulations. This Department feels that this application **does not**.

The first criteria provides relief when land use character in an area has changed to the extent that current zoning no longer allows reasonable use of the property. There are unique limitations to the site in that it is smaller than the minimum frontage and area size of CR-1—as well as the proposed zoning of R-1AM. There are economic aspects to consider in that the applicants state the only option available to him is to replace the condemned home with a mobile home. Lastly, there are similar land uses located on rear and one side of the site. However, across Paul Maillard Road and directly adjacent to the site on one side, there CR-1 and MS zoning district zoning approval. Thus, the uses are **not** similar to what will develop on the site if rezoning to R-1AM is approved. Therefore, all tests of the first criteria are not met and thus, **this request fails the first criteria**.

The second criteria is designed to protect public infrastructure, public welfare, and the character of a neighborhood. The purpose of zoning a site to CR-1 is to encourage an ultimate transition to a light commercial land use. The site and one abutting side have this zoning designation. On another side and across Paul Maillard Road are fairly intense MS zoning and land uses (the Hospital and EMS). Approving the site to R-1AM would result in an encroachment into this commercial and medical land use area, failing one of the tests of the second criteria. For this reason, **the second criteria is not met**.

The third criteria is designed to ensure that zoning decisions are consistent with law and precedent. The predominant zoning along this segment of Paul Maillard Road are CR-1 and MS or Medical Services and the neighborhood along this corridor is trending toward either of those uses. Therefore, if R-1AM land uses are allowed to develop within this corridor, there would be a negative effect within the vicinity because it would run counter to the more commercial or medical services development pattern. This fails one of the considerations of the third criteria and therefore, **the third criteria is not met**.

It should be noted that the Future Land Use Map does indicate the vicinity as a mixed-use corridor. This means that allowing an R-1AM use would not be in conflict with the map. However, the overriding consideration is the zoning and development pattern along the Paul Maillard Road corridor. Current CR-1 zoning was put in place in order to encourage a more commercial development, not a lower zoned residential use. Therefore the Department does recommend denial.

Mr. Gibbs: Thank you Mr. Matherne. This is a public hearing for PZR-2012-14. Anyone in the audience care to speak in favor or against?

How are you doing this evening? My name is David Williams and my address is 1076 Paul Maillard Road in Luling. I am the owner of that property. I am a resident of St. Charles Parish on Paul Maillard Road. I was born and raised right there all my life, I'm 51 years old right now. This house was given to me by my dad when I was 30 something years old. I've been there a long time, living in that same house. The house belongs to me, it is mine. When it was destroyed by the storm, I went through the FEMA process

and the money they gave me was not sufficient enough to repair the house. I followed all of their criteria, they did not give me enough funds to even repair the house. I had 4 contractors come there to get me back. Me and my wife have been living in West Park Apartments since October 10th. We were living in my church as a shelter, we have nowhere else to go, that's all I have. Now when St. Charles Hospital put their EMS on the side of me, I had nothing against that. I didn't see no problem with that. I don't see why it should be a problem with me tearing my old house down and putting me a brand new mobile home there and building my land up because the land that is on side of me is so high, I'm living in a canal. I didn't complain about that either and nobody said nothing about it. The water don't pump that well when it rains a lot, it just rain a little bit and I'm in a canal, so I have to do something here. I don't have the money to build a new home per say as he says that if I could I could get a permit to rebuild, but the position I'm in right now I talked to a person in Hammond that can help me get a double wide trailer, brand new, with a reasonable down payment that's affordable to me. This guy is really trying to help me out, so I can get my family. I have two grandkids, one -2 and one -1, that me and my wife have custody of and we really need this help. I've been there all my life never caused no problem. I minister in my area, I'm an outreach minister, Pastor at Truth of Grace Outreach Ministry, my church is next to the house that I'm living in. I'm just trying to get some justice so I can get this thing resolved. I've been having lots of problems dealing with FEMA, spending lots of money that not even mine, because I've had to use some other money to pay for \$950 for a survey just to come here, \$40 for the application to come here. So I'm spending a lot of money, and if I were to be turned down I would be losing more. So I'm just asking that if you all can help me, I'm a resident of St. Charles Parish. Me and my wife do outreach up and down the streets of St. Charles Parish trying to stop the drugs, stop the alcohol, stop the violence. We are pillars of this community. I just want you to know that to know who I am. I've done prison ministry at Nelson Coleman for 5 years. I just want you to know who I am and I hope that you feel where I'm coming from and know what's going on in my life.

Mr. Gibbs: Thank you Mr. Williams.

Mr. Clulee: Mr. Williams, Mr. Chairman I would like to ask a question. It's CR-1 right now, from what I gather here. It says somewhere on your application that they were waiting on a survey and when did you turn that survey in?

Mr. Williams: The survey was finished I think yesterday or the day before.

Mr. Gibbs: December 3rd Mr. Clulee.

Mr. Williams: Yes, because I had to find the surveyor. Everything was pressed on time, everything for me was pressed on time.

Mr. Clulee: I understand.

Mr. Williams: Trying to take care of my home and my family plus take care of all of this too. Everything, I've been running to the FEMA place ten times a day, just to get my business straight. Trying to take care of Planning and Zoning stuff and everything.

Mr. Clulee: Well Mr. Williams, you heard Mr. Matherne say the Department recommended denial. You heard when he did his analysis a while ago. I really feel for you and I understand what they are trying to do with that corridor there. I don't know what the rest of the Commission is going to do, but I'm going to vote for it. I wish you luck.

Mr. Gibbs: Mr. Matherne can I ask you a real quick question? The Future Land Use Map does indicate the vicinity as a mixed use corridor, correct?

Mr. Matherne: Right.

Mr. Gibbs: And it's just a recommendation of the Planning and Department denial, that's it?

Mr. Matherne: Correct.

Mr. Gibbs: That's where we stand.

Mr. Matherne: Understand that we're not against this personally, by the criteria we had no choice but to recommend denial.

Mr. Gibbs: Correct. Mr. Williams I understand and I feel your plight, I truly do. I hope that this does work out and if anybody else has any other questions and concerns...

Mr. Clulee: I'd like to know how much did you pay for the survey?

Mr. Williams: \$950.

Mr. Clulee: Thank you.

Mr. Booth: I think that this is an extenuating circumstance and like Mr. Clulee I'm going to support this.

Mr. Gibbs: Anyone else has any questions or concerns? Anyone else in the audience would like to speak in favor or against?

My name is Irving Jackson, Jr., I was born and raised in St. Charles Parish. I'm 63 years old. I know time has been hard for this fellow, but I'm supporting him all the way. He needs help and I appreciate anything you can do to help him. I have a place on Paul Frederick and I have no problem with him putting a trailer there. That's all I have to say.

Mr. Gibbs: Thank you Mr. Jackson. Anyone else in the audience care to speak in favor or against?

My name is Renee Williams, I'm David's wife. I just want to let you know that I appreciate your support with this and hearing us out. This property is very dear to me as well, my grandmother lived in that house, when she died, my dad, Cleveland Williams was given the house through inheritance, but he had to sell the property because other people had to get the money and he had to pay them off. My father in law, way before me and my husband got married, bought the property and I wound up back on the property. So this property has a sentimental value to me. Me and my husband was living there, I was born at St. Charles Parish Hospital, I drove school busses for the parish for 20 years. I'm an early retiree. My husband and I both have a ministry through the Grace Outreach Ministry in that area and for us not to be there, I will be honest with you will happen a lot of people. I really pray to God that you consider, it's not just us trying to get a double wide, we just want to be in our home. We were granted by Judge St. Pierre with 2 grandbabies that we both have custody of now and right now we're living in an apartment behind the hospital, we're paying \$850 a month, FEMA paid only for 2 months and now we have to pay the deposit of this apartment, now they denied us for any other assistance, so \$850 coming out of our pocket, I'm retired, my husband got laid off October 12th from Avondale where he had been working there for years, now he's gone on and got on with the parish, he's working with the parish and 3 days he said he wanted to give his time and talent to his parish he didn't want to go working nowhere far, driving. To make a long story short, we just want to be in a home, that's all.

Mr. Gibbs: Thank you Ms. Williams. Anyone else in the audience care to speak in favor or against?

My name is Lorraine Jackson, Irving Jackson is my husband, we have property at 955 Paul Frederick and we have no problem with him putting a double wide trailer because everyone needs a home, everyone needs a place to stay. So I hope you find it in your heart to grant them what they need, to be able to get back on their property. Thank you.

Mr. Gibbs: Thank you Ms. Jackson. Anyone else care to speak in favor or against? Seeing none, Commission members any questions or concerns? Cast your vote please.

YEAS: Pierre, Booth, Gibbs, Galliano, Clulee, Perry
NAYS: None

ABSENT: Foster

Mr. Gibbs: That's unanimous with Mr. Foster absent. Mr. Williams good luck to you.
That's going to go to the Council on January 7th. So you may have one more exercise.

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZR-2012-14

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:** **Application Date: 10/26/12**
David Williams
PO Box 608
Luling LA 70070
504.338.7336
- ◆ **Location of Site:**
1076 Paul Maillard Rd, Luling
- ◆ **Requested Action:**
Rezoning from CR-1 to R-1AM
- ◆ **Purpose of Requested Action:**
Mobile Home Placement

SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel:**
50'x66' (3,350 sq. ft.)
- ◆ **Existing Zoning and Land Use:**
Condemned house.
- ◆ **Surrounding Land Uses and Zoning:**
Facing front of site:
MS zoning and land use on the right side (St Charles Hospital EMS Facility);
MS zoning and land use across Paul Maillard Road (St. Charles Hospital);
CR-1 zoning, residential use on left side;
R-1AM zoning and land use to rear
- ◆ **Future Land Use Map Designation:**
Mixed Use Corridor
- ◆ **Utilities:**
All are in place.
- ◆ **Traffic Access:**
Paul Maillard Road

RELEVANT REGULATIONS

Zoning Ordinance, Section VI. B.

[IL] R-1A(M). Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes—Medium density.

Policy statement: This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities, and which meet the architectural and aesthetic standards of a permanent residence. Additionally, mobile homes which meet the special provisions below are allowed.

1. Use Regulations:

- a. A building or land shall be used only for the following purposes:
 - (1) Site-built, single-family detached dwellings.
 - (2) Manufactured homes.

- (3) Mobile homes.
- (4) Accessory uses.
- (5) Private recreational uses.
- (6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.

b. Special exception uses and structures include the following:

- (1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
- (2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
- (3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.

c. Special permit uses and structures include the following:

- (1) Child care centers.
- (2) Public and private schools (except trade, business and industrial).
- (3) Golf courses (but not miniature courses or driving ranges) and country clubs with a site of at least five (5) acres and with all parking at least fifty (50) feet from rear and side property lines.
- (4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.
- (5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § II, 10-5-92)

2. Spatial Requirements.

- a. Minimum lot size: five thousand (5,000) square feet per family; minimum width-fifty (50) feet.

b. Minimum yard sizes:

- (1) Front-fifteen (15) feet.
- (2) Side-five (5) feet.
- (3) Rear-five (5) feet.
- (4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line. (Ord. No. 99-8-6, 8-2-99)
- (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § IV, 8-18-08)

c. Accessory buildings:

- (1) The accessory building shall not exceed two-story construction.
- (2) Minimum setback of accessory buildings shall be three (3) feet.

d. Permitted encroachments:

- (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
- (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.

3. Special Provisions:

- a. Additional dwellings on unsubdivided property:

(1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.

(2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.

(3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).

(4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.

b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication *Manufactured Home Installation in Flood Hazard Areas*.

c. Skirting or foundation plantings as approved by the Zoning and Regulatory Administrator in accordance with the manufacturer's installation instructions to ensure aesthetic compatibility with the residential character of the neighborhood. The entire underfloor of the home shall be completely enclosed, except for the required openings.

d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

AND:

Zoning Ordinance, Section VI. C.

[I.] *CR-1 Residential/commercial transitional* (Commercial in Residential Neighborhood):

1. Use Regulations:

a. A building or land shall be used only for the following purposes:

(1) Office buildings, provided that no goods, wares or merchandise shall be prepared or sold on the premises. Office buildings in this district cannot service gambling operations. (Ord. No. 94-1-9, § I, 1-10-94)

(2) Branch banks and branch savings and loan associations.

(3) Personal service shops such as beauty shops and barber shops, small schools or studios such as arts and craft schools, conducted by resident members of families provided that no goods or merchandise, except those needed for instruction purposes, or offered for purchase by students only; and, provided that such use shall not occupy more than five hundred (500) square feet of floor area.

(4) Studios of artists and photographers.

(5) Antique shops not to exceed five hundred (500) square feet of floor area with no goods or merchandise to be stored or displayed outside the building.

(6) Parking lots, provided that the parking area shall be used for passenger vehicles only and in no case for sales, repair work, storage, dismantling, or servicing of any vehicles, equipment, materials, or supplies; no signs or advertising of any character except traffic directional signs painted on pavement shall be allowed; the parking area and connecting driveways shall be surfaced with concrete, asphaltic concrete asphalt, or any other type of permanent, dust-free paving and the parking area and connecting driveways shall be maintained in good condition and free of all weeds, dust, trash, and other debris. If lighting facilities are provided, they shall be so arranged as to reflect or direct light away from the adjacent residential district. Required front yards shall be landscaped and maintained in good condition.

(7) Professional and sub-professional offices, including doctors, dentists, engineers, architects, landscape architects, plan services, realtors, insurance, and other similar uses not involving the sale of merchandise.

b. Special exception uses and structures: As approved by the Planning Commission.

c. Special permit uses and structures:

- (1) All uses allowed in an R-1A Zoning District, upon review by the Planning Commission.
- (2) Multifamily dwellings, including duplexes, apartments, apartment houses, townhouses, condominiums, boarding, and lodging houses, upon review by the Planning Commission and supporting resolution of the Council.

2. Spatial Requirements: See respective uses under C-1a.

- a. Minimum lot sizes: Six thousand (6,000) square feet; minimum width - sixty (60) feet. (Ord.

b. Minimum yard sizes:

- (1) Front - twenty (20) feet
- (2) Side - five (5) feet
- (3) Rear - ten (10) feet
- (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § IX, 8-18-08)

3. Transportation System Requirement: None.

4. Special Provisions:

- a. Where any commercial use in a CR-1 zoning district (CR-1) abuts any residential zoning district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.

AND:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that **one or more** of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:
 - a. Land use the same as, or similar to that existing on properties next to, or across the street from the site under consideration.
 - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
 - c. Consideration of changes in land value, physical environment or economic aspects, which tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:
 - a. Undue congestion of streets and traffic access.
 - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
 - a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

ANALYSIS

The applicants seek to rezone their property zoned CR-1 to R-1AM for the purpose of replacing the existing home with a mobile home. The house on the property is considered a legal nonconforming use and could be replaced with another site built house; however, the replacement of the site built structure with a mobile home necessitates a rezone to R-1AM zoning. The site is located across Paul Maillard Road from St. Charles Hospital and next to the St Charles EMS Facility. To the rear are a mobile home and house. The applicant states that their existing home sustained damage from Hurricane Isaac and seeks to replace that structure with a mobile home. As of the time of writing this report the Department has requested but has not received a survey of the subject property. Action on this application should not be taken until the survey has been submitted.

In order to receive a recommendation for approval, a rezoning request must meet all of the tests of at least one of the 3 criteria listed in applicable regulations. This case **does not meet all tests of the 3 criteria.**

The first criteria provides relief when land use character in an area has changed to the extent that current zoning no longer allows reasonable use of the property. There are unique limitations to the site in that it is smaller than the minimum frontage and area size of CR-1—as well as the requested R-1AM zoning. There are economic aspects to consider in that the applicants state the only option available to them is to replace the condemned home with a mobile home. Lastly, there are similar land uses located on rear and one side of the site. However, across Paul Maillard Road and directly adjacent to the site on one side, there CR-1 and MS zoning and land uses. Thus, the uses are not similar to what will develop on the site if rezoning to R-1AM is approved. Therefore, all tests of the first criteria are not met and thus, **this request fails the first criteria.**

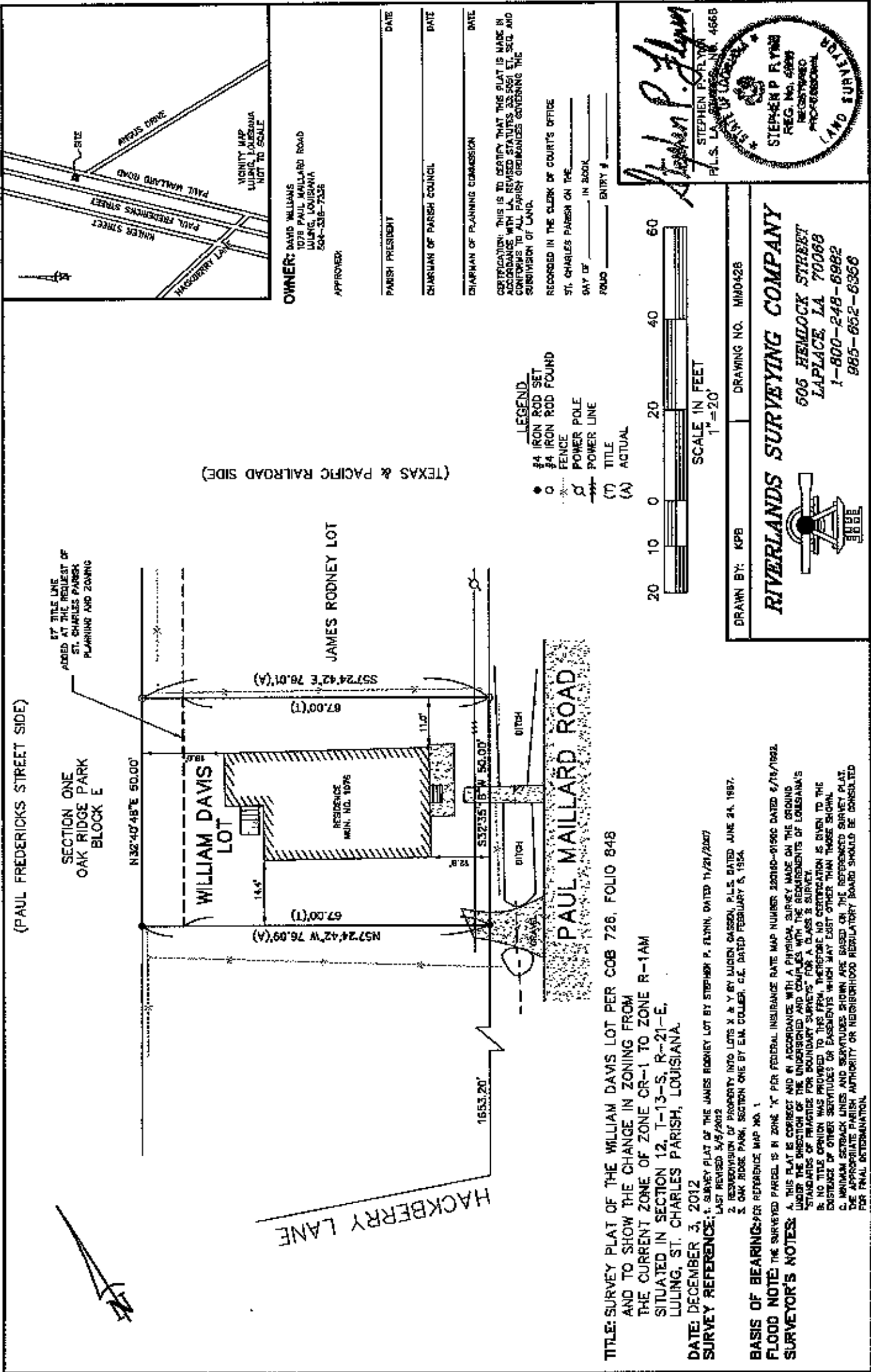
The second criteria is designed to protect public infrastructure, public welfare, and the character of a neighborhood, picture. The purpose of zoning a site to CR-1 is to encourage an ultimate transition to a light commercial land use. The site and one abutting side have this zoning designation. On another side and across Paul Maillard Road are fairly intense MS zoning and land uses (the Hospital and EMS). Approving the site to R-1AM would result in an encroachment into this commercial and medical land use area, failing one of the tests of the second criteria. For this reason, **the second criteria is not met.**

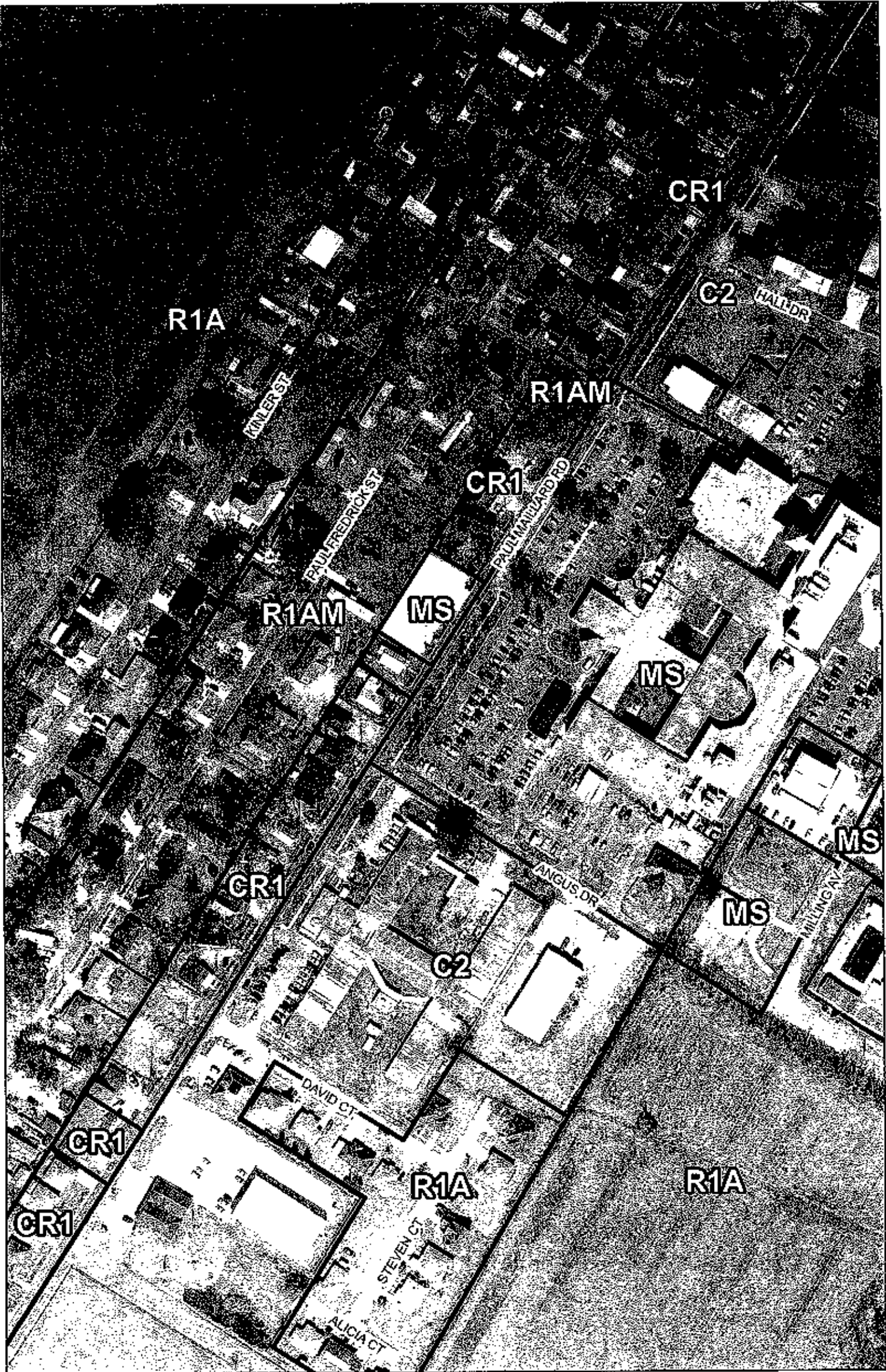
The third criteria is designed to ensure that zoning decisions are consistent with law and precedent. The predominant zoning along this segment of Paul Maillard Road are CR-1 and MS and the neighborhood along this corridor is trending toward either of those. Therefore, if R-1AM land uses are allowed to develop within this corridor, there would be a negative effect within the vicinity because it would run counter to the more commercial or medical services development pattern. This fails one of the considerations of the third criteria and therefore, **the third criteria is not met.**

It should be noted that the Future Land Use Map does indicate the vicinity as a mixed-use corridor. This means that allowing an R-1AM use would not be in conflict with the map. However, the overriding consideration is the zoning and development pattern along the Paul Maillard Road corridor. Current CR-1 zoning was put in place in order to encourage a more commercial development, not a lower zoned residential use.

DEPARTMENTAL RECOMMENDATIONS

Denial.





2012-0269

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO.

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 24 Noise; Section 24-6 Prohibitions and Section 24-7 Enforcement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Code "Section 24-6 Prohibitions." is amended as follows:

AS WRITTEN:

Sec. 24-6. Prohibitions.

- (4) Animals. The owning, possessing, or harboring of any animal which frequently, or for continued duration, howls, barks, squawks, or makes other sounds which create excessive and unnecessary noise across a residential or commercial real property line or within a noise sensitive area. For the purpose of this section, "barking dog" shall mean a dog that barks, bays, cries, howls, or makes any other noise continuously and/or incessantly for a period of ten (10) minutes, or barks intermittently for one-half (1/2) hour or more to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property; provided, however, that the dog shall not be deemed a barking dog if, at the time the dog is barking, making any other noise, a person is trespassing or threatening to trespass upon property in or upon which the dog is situated.

AS REVISED:

Sec. 24-6. Prohibitions.

- (4) Animals. A noise nuisance shall be considered an animal or animals, which the property owner owns or has in their possession, which disturbs any person at any time of day or night, regardless of whether the animal is physically situated in or upon private property which frequently, or for continued duration, howls, barks, squawks, yelps, whines, crows, calls, cries, screeches, caterwauls, bawls, wails, pules, ululates or makes other sounds which create excessive and unnecessary noise across a residential or commercial real property line or within a noise sensitive area. For the purpose of this ordinance, a barking dog shall not be deemed to be a noise nuisance if at the time the dog is barking or is making any other noise, 1) a person(s) is trespassing or threatening to trespass upon property in or upon which the dog is situated or a nearby neighboring property, 2) a person(s) is visiting the property upon which the dog is situated or a nearby neighboring property, 3) persons, animals, vehicles, motorcycles, or any other such temporary external stimuli is passing in the vicinity of the dog, or 4) there exists some temporary abnormal occurrence in the vicinity of the dog which causes the dog to bark. Barking caused by stimuli identified in 1, 2, 3, and 4 above which continues after the stimuli no longer exists shall be considered a noise nuisance.

SECTION II. That Code "Section 24-7 Enforcement." is amended as follows:

AS WRITTEN:

Sec. 24-7. Enforcement.

- (a) It shall be the duty of the sheriff's office to enforce the provisions set forth in this chapter.
 (b) Prima facie evidence of violation. Evidence establishing that an activity is causing or has caused the permissible sound level to be exceeded by more than five (5) decibels at a point designated in any section of this chapter shall be deemed to be a prima facie evidence of a violation of this chapter. Sound level measurements taken in order to show such prima facie violation must conform to the procedures as outlined in subsection (c).
 (c) Procedures and measurements. Unless otherwise provided in this chapter, sound level measurements shall be taken with a sound level meter microphone located at any point five (5) feet from the exterior wall of a residence or place of abode on the receiving property, and where practicable not less than five (5) feet above ground level, but in no event less than three (3) feet above ground. A minimum of three (3) readings shall be taken at one (1) minute intervals. The sound level shall be the average of these readings.
 (d) Impoundment. The sheriff's office may impound and retain as evidence any instrumentality used to create any noise in violation of this chapter, and in the case of the motor vehicles, the owner shall be responsible for ordinary towing and storage charges incurred in the course of said impoundment.

AS REVISED:

Sec. 24-7. Enforcement.

- (a) It shall be the duty of the sheriff's office to enforce the provisions set forth in this chapter.
 (b) Prima facie evidence of violation. Evidence establishing that an activity is causing or has caused the permissible sound level to be exceeded by more than five (5) decibels at a point designated in any section of this chapter shall be deemed to be a prima facie evidence of a violation of this chapter. Sound level measurements taken in order to show such prima facie violation must conform to the procedures as outlined in subsection (c).
 (c) Procedures and measurements. Unless otherwise provided in this chapter, sound level measurements shall be taken with a sound level meter microphone located at any point five (5) feet from the exterior wall of a residence or place of abode on the receiving property, and where practicable not less than five (5) feet above ground level, but in no event less than three (3) feet above ground. A minimum of three (3) readings shall be

- taken at one (1) minute intervals. The sound level shall be the average of these readings.
- (d) The issuance of a citation for noise nuisances as defined in Section 24-6 shall require the witnessing of the noise nuisance violation by a law enforcement officer, other than the complainant, or video evidence sufficient to demonstrate probable cause that the violation occurred. The citation shall require the signature of the individual filing the complaint.
 - (e) Impoundment. The sheriff's office may impound and retain as evidence any instrumentality used to create any noise in violation of this chapter, and in the case of the motor vehicles, the owner shall be responsible for ordinary towing and storage charges incurred in the course of said impoundment.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

Notes 24-6 revised notes ord 12-14-12

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2012-0446

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. _____

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 4 Animals and Fowl, Article I.; Section 4-5. Public nuisance, and Section 4-10.1 Penalties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Code "Section 4-5 Public nuisance." is amended as follows:

AS WRITTEN:

Sec. 4-5. Public nuisance.

- (a) Every owner and/or keeper of animals shall exercise proper care and control of such animals so as to prevent them from creating or becoming a public nuisance; and it shall be unlawful to otherwise harbor or keep any animal which is a public nuisance and/or disturbs the peace by loud noises at any time of day or night. Excessive, continuous or untimely barking, howling, yelping, whining, crowing, calling, crying, screeching, caterwauling, bawling, wailing, puling, ululating or other animal noises so as to disturb the peace and quiet of a neighborhood or its residents or to disturb the health or repose of the residents; attacking or molesting passersby or other animals; being repeatedly at large; chasing vehicles; scratching on or digging into or urinating or defecating upon lawns, shrubs, buildings or any property either public or private other than property of the owner and/or keeper of such an animal shall be deemed to be the creation of public nuisance and the owner and/or keeper of the animal causing such public nuisance shall be guilty of a misdemeanor.
- (b) In the case of a nuisance by defecation, the owner and/or keeper must remove all feces and dispose of them in a sanitary manner.
- (c) Premises on which animals are kept shall be maintained so as to prevent disagreeable odors arising there from, or the presence or breeding of flies, mosquitoes and other pests. Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, odors and disease hazards.

AS REVISED:

Sec. 4-5. Public nuisance.

- (a) Every owner and/or keeper of animals shall exercise proper care and control of such animals so as to prevent the animals from creating and/or becoming a public nuisance. It shall be unlawful to otherwise harbor or keep any animal which is a public nuisance; disturbing the health or repose of the residents; attacking or molesting passersby's or other animals; being repeatedly at large; chasing vehicles; scratching on or digging into or urinating or defecating upon lawns, shrubs, buildings or any property either public or private other than property of the owner and/or keeper of such an animal shall be deemed to be the creation of public nuisance and the owner and/or keeper of the animal causing such public nuisance shall be guilty of a misdemeanor.
- (b) In the case of a nuisance by defecation, the owner and/or keeper must remove all feces and dispose of them in a sanitary manner.
- (c) Premises on which animals are kept shall be maintained so as to prevent disagreeable odors arising there from, or the presence or breeding of flies, mosquitoes and other pests. Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, odors and disease hazards.

SECTION II. That Code "Section 4-10.1. Penalties." is amended as follows:

AS WRITTEN:

Sec. 4-10.1. Penalties.

Any person found guilty of violating any of the provisions this chapter shall, for each violation, be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) plus court costs, or be imprisoned in the parish jail for not more than sixty (60) days or both. Each separate day on which any violation of the provisions of this ordinance is shown to have continued to exist shall constitute a separate offense.

AS REVISED:

Sec. 4-10.1. Penalties.

Any person found guilty of violating any of the provisions this chapter shall, for each violation, be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) plus court costs, or be imprisoned in the parish jail for not more than thirty (30) days or both. Each separate day on which any violation of the provisions of this ordinance is shown to have continued to exist shall constitute a separate offense.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

Article 6 and Parts 4-5 and 4-10 revise animal nuisance ord 12-14-12

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2012-0447**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)****ORDINANCE NO. _____**

An ordinance approving and authorizing the execution of Change Order No. 1 for the Hurricane Gustav/Ike Community Development Block Grant (CDBG) Disaster Recovery Program Project No. 45PARA3201, the Edward A. Dufresne Community Center, to decrease the contract amount by \$373.78 and increase the contract time by thirty-five (35) days.

WHEREAS, Ordinance No. 11-12-2, adopted December 5, 2011, by the St. Charles Parish Council, approved and authorized the execution of a contract with Lamar Contractors, Inc., for the Edward A. Dufresne Community Center in the amount of \$10,565,980.00; and,

WHEREAS, the decrease in contract amount is a result of the partial application of a sales tax exemption credit due from said contractor towards the cost of change directives, including the expansion of the parking lot area to add 82 spaces; and,

WHEREAS, the increase in contract time is a result of nineteen (19) days related to weather and sixteen (16) days related to change directives.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for the Hurricane Gustav/Ike Community Development Block Grant (CDBG) Disaster Recovery Program Project No. 45PARA3201, the Edward A. Dufresne Community Center, to decrease the contract amount by \$373.78 and increase the contract time by thirty-five (35) days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

EDWARD A DUFRESNE COMMUNITY CENTER
LULING, LA

STBA 21131.00

SECTION 00650

CHANGE ORDER

PROJECT NAME: Edward A. Dufresne Community Center

CHANGE ORDER NO: 001

PPG OCD-DR PROJECT NUMBER: 45PARA3201

CONTRACTOR: Lamar Contractors, Inc.

CONTRACT DATE: 12-7-11

You are directed to make the following change(s) in this contract: Attach itemized breakdown in accordance with R.S. 38:2212A.(7). Also, please give brief description and justification of change(s) below.

| | | |
|---------------|---|---------------|
| RFC 2a rev 3- | Per contract documents, the Owner will receive Sales Tax credits on all material provided by subcontractors to perform the construction of the Edward A. Dufresne Community Center. | -\$320,950.32 |
| RFC 3 | - One (1) adverse weather day for the month of March. | \$ 0.00 |
| RFC 4 rev 4 | - Per Owner's request, add telephone/data power floor boxes in meeting rooms and provide power for future lighting of proposed status. | \$ 4,496.97 |
| RFC 5 rev 1 | - Per Owner's request, a modification to the cook line in Kitchen 148. | \$ 2,177.51 |
| RFC 6 rev 1 | - Per response to RFI #37, add fitting to bring sewer cleanout to 90 degrees. | \$ 564.27 |
| RFC 9 rev 1 | - Four (4) adverse weather days for the month of June. | \$ 0.00 |
| RFC 10 rev 4- | Per Owner's request, expand the existing parking lot layout. Add eleven (11) days to contract. | \$285,091.84 |
| RFC 11 rev 5- | Per State Fire Marshal's review letter, modify the front entrance for additional egress width and add fire detection warning devices. Add three (3) days to contract. | \$ 8,113.43 |
| RFC 12 | - Five (5) adverse weather days for the month of July. | \$ 0.00 |
| RFC 13 | - Nine (9) adverse weather days for the month of August. | \$ 0.00 |
| RFC 14rev 1 | - Per professional engineer for metal wall panel company, 16 gage studs are required in lieu of 18 gage studs to withstand fastener pull-out of composite metal soffit panels. | \$ 2,166.01 |
| RFC 15rev 1 | - During shop drawing review of structural steel, the structural engineer added steel members. These members were not shown in the bid documents. | \$ 3,332.23 |
| RFC 17 | - During shop drawing review of acoustical metal roof deck, a curved steel member was added to support a transition from acoustical metal deck (interior) to non-acoustical metal deck (outside). This modification was necessary to maintain the aesthetics of the exterior metal soffits. | \$ 911.98 |
| RFC 18rev 3 | - Per Owner's request, provide backup power to existing lift station pumps along Edward Dufresne Parkway. Community Center will provide power to pumps during times of power outages. Add two (2) days to contract. | \$ 13,722.30 |

| | | |
|--|-----|-------------------|
| The Original Contract Sum | \$ | 10,565,980.00 |
| Total Changes by Previous Change Order(s) | \$ | 0.00 |
| Current Contract Sum | \$ | 10,565,980.00 |
| Contract Sum, will be (increased) (decreased) (unchanged) by this Change Order | \$ | -373.78 |
| New Contract Sum | \$ | 10,565,606.22 |
| The Original Contract Time and Completion Date | 515 | DAYS |
| Total Time extended by Previous Change Order(s) | 0 | DAYS |
| Contract Time will be (increased) (decreased) (unchanged) by this Change Order | 35 | DAYS |
| Revised Contract time and new Contract Completion Date | 550 | DAYS July 6, 2013 |

EDWARD A DUFRESNE COMMUNITY CENTER
LULING, LA

STBA 21131.00

RECOMMENDED

Architect/Engineer Name
Address

SIZELER THOMPSON BROWN ARCHITECTS

By MARK DRUPBACHER

[Signature]

Date: 12/6/12

ACCEPTED

Contractor's Name
Address

LAMAR CONSTRUCTION, INC.

By [Signature]

[Signature]

Date: 12/5/12

APPROVED

Owner

By: _____

Date: _____

(Note: Before any Change Order is routed to Owner for approval it must first be routed to the OCD-DR Project Manager for oversight review).



1515 Poydras St, Suite 1350
New Orleans, LA 70112
Tel: 504-799-1100
Fax: 504-812-8260

December 14, 2012

The Honorable V.J. St. Pierre, Jr.
St. Charles Parish President
P.O. Box 302
Hahnville, LA 70057

Subject: St. Charles Parish- Community Center
Gustav/Ike Project Number 45PARA3201
Review of Construction Change Order No. 1

Dear President St. Pierre:

On behalf of OCD/DRU, we have reviewed the attached proposed Change Order No. 1 and found that the change order appears to conform to the grant application. The Architect and the Parish have determined that the cost is reasonable. The change order incorporates several change requests for a net deduct of \$373.78 and adds 35 days to the completion calendar. The revised CDBG funded amount as a result of the change orders remains within the approved grant amount.

Once the change order is executed, please have the Architect furnish us with a copy for our files.

Please note that this review is only to verify general conformance with the project scope in the grant application/amended applications. Our review does not include a review against the Environmental Review Record (ERR), which shall be performed by the applicant or their representative to determine if changes or additional environmental clearances are needed. In addition, the review is non-technical in nature and does not include review of design, constructability, or compliance with codes, regulations, and public bid law.

If you have any questions or require additional information, please call me at 504-799-1100.

Sincerely,

A handwritten signature in cursive script that reads 'Anil DeSa'.

Anil DeSa, P.E.
Project Manager

Cc: Rowdy Gaudet (OCD), Jeremy Meiske (OCD), Connie Hall (OCD), Holly Fonseca,
Mark Brupbacher

Attachment: Change Order No. 1



**REGIONAL
DESIGN
GROUP, LLC**

November 29, 2012

Mr. Steve Louque
Lamar Contractors, LLC
481 Judge Edward Dufresne Pkwy
Luling, LA 70070

Re: Edward A Dufresne Community Center
Parish Project # 45PARA3201
SA# 21131.00

PROJECT
design group, llc

REGIONAL
design group, llc

HEALTHCARE
design group, llc

Dear Steve,

Lamar Contractor's Request For Change #2a rev3 is approved. RFC #2a rev3 will be included in Change Order #1 and will deduct \$320,950.32 from the contract sum.

Following is a summary of the recommended Request For Changes:

Per contract documents, the Owner will receive Sales Tax credits on all material provided by subcontractors to perform the construction of the Edward A. Dufresne Community Center. Additional tax credits will be issued by Lamar Contractors, at a later date, for all material purchased by Lamar.

Please call us should you have any questions regarding this information.

Sincerely,

Sizeler Thompson Brown Architects
Regional Design Group, LLC

A Professional
Corporation

Mark Brupbacher, AIA

mcb

cc: File
Holly Fonseca, SCP

Enclosure

300 Lafayette Street
Suite 200
New Orleans, LA
70130

office (504) 523-6472
fax (504) 523-1181

LAMAR CONTRACTORS, INC

Site Location: Edward Dufresne Community Center

Engineer: Sizler, Thompson, Brown Architects

Date: 11/26/2012

Request For Change No. 2a rev 3 - Partial Sales Tax Credit per the Owner's Request

| DESCRIPTION | QUANT | MATERIAL | | LABOR | | SUB & OTHER | | TOTAL |
|---------------------------------|---------|----------|-------------|-------|-------------|-------------|--------------------|--------------------|
| | | UNIT | TOTAL | UNIT | TOTAL | UNIT | TOTAL | |
| Grass Rangers | 1 ls | | 0 | | 0 | | -\$228.07 | -\$228.07 |
| Boh Bros. | 1 ls | | 0 | | 0 | | -\$20,478.00 | -\$20,478.00 |
| Corgan Fence | 1 ls | | 0 | | 0 | | -\$295.29 | -\$295.29 |
| Barrett Interiors | 1 ls | | 0 | | 0 | | -\$19,719.28 | -\$19,719.28 |
| MorCore Roofing | 1 ls | | 0 | | 0 | | -\$19,935.00 | -\$19,935.00 |
| DeGeorge Glass | 1 ls | | 0 | | 0 | | -\$4,120.00 | -\$4,120.00 |
| Dynamic Door | 1 ls | | 0 | | 0 | | -\$594.59 | -\$594.59 |
| A&R Flooring | 1 ls | | 0 | | 0 | | -\$4,816.88 | -\$4,816.88 |
| Bauer Sports Floors | 1 ls | | 0 | | 0 | | -\$4,928.85 | -\$4,928.85 |
| D&T Terrazzo | 1 ls | | 0 | | 0 | | -\$1,000.26 | -\$1,000.26 |
| W.J. Enterprises | 1 ls | | 0 | | 0 | | -\$364.95 | -\$364.95 |
| M. Dalesandro Painting | 1 ls | | 0 | | 0 | | -\$1,245.00 | -\$1,245.00 |
| Associated Office Systems | 1 ls | | 0 | | 0 | | -\$7,672.15 | -\$7,672.15 |
| Glendale Enterprises | 1 ls | | 0 | | 0 | | -\$8,031.00 | -\$8,031.00 |
| Getbilt | 1 ls | | 0 | | 0 | | -\$7,268.67 | -\$7,268.67 |
| Hahn Enterprises | 1 ls | | 0 | | 0 | | -\$2,176.74 | -\$2,176.74 |
| Joffary Window Coverings | 1 ls | | 0 | | 0 | | -\$329.73 | -\$329.73 |
| Buckelew's Hardware | 1 ls | | 0 | | 0 | | -\$6,315.69 | -\$6,315.69 |
| Austin Fire Equipment | 1 ls | | 0 | | 0 | | -\$1,925.64 | -\$1,925.64 |
| Mayeux's A/C | 1 ls | | 0 | | 0 | | -\$36,437.06 | -\$36,437.06 |
| C&D Plumbing | 1 ls | | 0 | | 0 | | -\$7,775.50 | -\$7,775.50 |
| Advanced Electrical | 1 ls | | 0 | | 0 | | -\$47,875.00 | -\$47,875.00 |
| Lamar Contractors (3 suppliers) | 1 ls | | 0 | | 0 | | -\$112,145.13 | -\$112,145.13 |
| | | | 0 | | 0 | | 0 | 0 |
| SUB-TOTALS | | | 0.00 | | 0.00 | | -315,678.48 | -315,678.48 |
| SALES TAX @ Exempt | 0 % | | | | | | | 0.00 |
| P/R BURDEN @ 41% | 0.41 % | | | | | | | 0.00 |
| SMALL TOOLS @ 4% | 0.04 % | | | | | | | 0.00 |
| SUBTOTAL | | | | | | | | -315,678.48 |
| Lamar OH&P on Subcontractor | 0.10 % | | | | | | | 0.00 |
| SUBTOTAL | | | | | | | | -315,678.48 |
| Lamar OH&P on Self Performed | 0.15 % | | | | | | | 0.00 |
| SUBTOTAL | | | | | | | | -315,678.48 |
| Bond & Insurance | 0.017 % | | | | | | | -5,271.83 |
| GRAND TOTAL | | | | | | | | -320,950.32 |

This office is requesting an additional (0) Zero Day be added to the Contract.
Please advise this office in (10) Ten Days whether this RFC has been approved.
Delay in approval will require additional time be added to the contract.

Request for Change #2a rev 3 - Part I Sales Tax Credit Page 1 of 1



**REGIONAL
DESIGN
GROUP, LLC**

November 27, 2012

Mr. Steve Louque
Lamar Contractors, LLC
481 Judge Edward Dufresne Pkwy
Luling, LA 70070

Re: Edward A Dufresne Community Center
Parish Project # 45PARA3201
STBA# 21131.00

PROJECT
design group, llc
REGIONAL
design group, llc
HEALTHCARE
design group, llc

Dear Steve,

Lamar Contractor's Request For Change #10 rev 4 is approved. RFC #10 rev 4 will be included in Change Order #1 and will modify the original contract sum by \$285,091.84 and contract time by eleven (11) calendar days.

Following is a summary of the recommended Request For Change:

Per Owner's request, additional parking spaces and lanes to the parking lot configuration was issued as part of WCPR #005. RFC #10 rev 4 was submitted as a response to this WCPR.

Therefore, Lamar Contractors' contract is approved to increase in time by eleven (11) calendar days. The new Substantial Completion date is July 1, 2013.

Please call us should you have any questions regarding this information.

Sincerely,

**Sizeler Thompson Brown Architects
Regional Design Group, LLC**

*A Professional
Corporation*

Mark Brupbacher, AIA

mcb

cc: File
Holly Fonseca

Enclosure

300 Lafayette Street
Suite 200
New Orleans, LA
70130

office (504) 523-6472
fax (504) 529-1181

LAMAR CONTRACTORS, INC

Site Location: Edward Dufresne Community Center

Engineer: Sizler, Thompson, Brown Architects

Date: 11/13/2012

Request For Change No. 10 rev 4 - WCPR No. 5 - Additional Parking

| DESCRIPTION | QUANT | MATERIAL | | LABOR | | SUB & OTHER | | TOTAL |
|--------------------------------|---------|----------|-------------------|----------|-----------------|-------------|-------------------|-------------------|
| | | UNIT | TOTAL | UNIT | TOTAL | UNIT | TOTAL | |
| Arabia - Sand (2850yds) | 1 ls | | 0.00 | | 0.00 | | 24,175.00 | 24,175.00 |
| Arabia Profit | 1 ls | | 0.00 | | 0.00 | | 3,626.25 | 3,626.25 |
| Geocloth | 6 roll | 485.00 | 2,910.00 | 75.00 | 450.00 | | 0.00 | 3,360.00 |
| Form 8" Paving | 764 sf | 1.70 | 1,298.80 | | 0.00 | | 0.00 | 1,298.80 |
| 6" Paving | 514 sf | 1.70 | 873.80 | | 0.00 | | 0.00 | 873.80 |
| Reinforcing Steel | 1 ls | | 24,673.00 | | 0.00 | | 0.00 | 24,673.00 |
| CI Keyway 6" | 1058 lf | 1.13 | 1,195.54 | | 0.00 | | 0.00 | 1,195.54 |
| Keyway 8" | 1813 lf | 1.39 | 2,520.07 | | 0.00 | | 0.00 | 2,520.07 |
| Geocloth Strip | 12 roll | 54.00 | 648.00 | | 0.00 | | 0.00 | 648.00 |
| Joint Sealant | 2871 lf | | 0.00 | | 0.00 | 1.00 | 2,871.00 | 2,871.00 |
| LCI Keyway 8" | 547 lf | 1.18 | 645.46 | | 0.00 | | 0.00 | 645.46 |
| Sandplate | 364 ea | 0.35 | 127.40 | | 0.00 | | 0.00 | 127.40 |
| Geocloth Strip | 3 roll | 54.00 | 162.00 | | 0.00 | | 0.00 | 162.00 |
| Deformed Bars 30" | 183 ea | 1.47 | 269.01 | | 0.00 | | 0.00 | 269.01 |
| Spade Chair | 364 ea | 0.35 | 127.40 | | 0.00 | | 0.00 | 127.40 |
| EJ Redwood 6" w/basket | 539 lf | 5.49 | 2,959.11 | | 0.00 | | 0.00 | 2,959.11 |
| Redwood 8" w/basket | 333 lf | 6.59 | 2,194.47 | | 0.00 | | 0.00 | 2,194.47 |
| Geocloth Strip | 4 roll | 54.00 | 216.00 | | 0.00 | | 0.00 | 216.00 |
| Joint Sealant | 872 lf | | 0.00 | | 0.00 | 1.50 | 1,308.00 | 1,308.00 |
| Concrete | 668 cy | 94.00 | 62,792.00 | | 0.00 | | 0.00 | 62,792.00 |
| Pump Concrete | 668 cy | | 0.00 | | 0.00 | 12.00 | 8,016.00 | 8,016.00 |
| Pina Concrete (form & finish) | 1 ls | | 0.00 | | 0.00 | | 30,360.00 | 30,360.00 |
| Pina Conc. Profit | 1 ls | | 0.00 | | 0.00 | | 4,554.00 | 4,554.00 |
| C & D Plumbing (Storm Drng) | 1 ls | | 0.00 | | 0.00 | | 8,870.40 | 8,870.40 |
| C & D Profit | 1 ls | | 0.00 | | 0.00 | | 1,330.56 | 1,330.56 |
| Lamar Catch Basin Modification | 40 mh | | 0.00 | 12.28 | 491.20 | | 0.00 | 491.20 |
| Electric Jack Hammer Rental | 2 days | | 0.00 | 110.00 | 220.00 | | 0.00 | 220.00 |
| Advanced Electric | 1 ls | | 0.00 | | 0.00 | | 32,820.25 | 32,820.25 |
| Advanced Electric Profit | 1 ls | | 0.00 | | 0.00 | | 4,563.04 | 4,563.04 |
| Sonotube for Lightpole Bases | 50 lf | 9.20 | 460.00 | 10.00 | 500.00 | | 0.00 | 960.00 |
| Concrete @ Bases | 7 cy | 94.00 | 658.00 | | 0.00 | | 0.00 | 658.00 |
| Finish & Pour Bases | 5 ea | | 0.00 | 400.00 | 2,000.00 | | 0.00 | 2,000.00 |
| Grass Rangers | 1 ls | | 0.00 | | 0.00 | | 2,252.38 | 2,252.38 |
| Grass Rangers - Profit | 1 ls | | 0.00 | | 0.00 | | 337.86 | 337.86 |
| Parking Lot Striping & Arrows | 1 ls | | 0.00 | | 0.00 | | 5,330.00 | 5,330.00 |
| Do Not Enter Signage | 2 ea | | 0.00 | | 0.00 | 175.00 | 350.00 | 350.00 |
| Boards w/ Chain Guard | 2 ea | 500.00 | 1,000.00 | 100.00 | 200.00 | | 0.00 | 1,200.00 |
| Supervision | 2 wk | | 0.00 | 1,610.00 | 3,220.00 | | 0.00 | 3,220.00 |
| Fuel | 2 wk | 175.00 | 350.00 | | 0.00 | | 0.00 | 350.00 |
| Equipment Bobcat Loader | 2 wk | 495.00 | 990.00 | | 0.00 | | 0.00 | 990.00 |
| Bobcat Excavator | 2 wk | 600.00 | 1,200.00 | | 0.00 | | 0.00 | 1,200.00 |
| Dozer | 2 wk | 600.00 | 1,200.00 | | 0.00 | | 0.00 | 1,200.00 |
| Temp Toilet | 2 wk | 30.00 | 60.00 | | 0.00 | | 0.00 | 60.00 |
| Temp Office | 2 wk | 65.00 | 130.00 | | 0.00 | | 0.00 | 130.00 |
| Temp Storage | 2 wk | 40.00 | 80.00 | | 0.00 | | 0.00 | 80.00 |
| SUB-TOTALS | | | 109,740.06 | | 7,081.20 | | 130,764.74 | 247,586.00 |

Request for Change #10 rev 4 - Additional Parking WCPR No. 5

LAMAR CONTRACTORS, INC

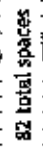
| | | | | | | | | |
|------------------------------|---------|--|------------|--|----------|--|------------|------------|
| SUB TOTAL CARRIED FWD | | | 109,740.06 | | 7,081.20 | | 130,764.74 | 247,586.00 |
| SALES TAX @ 9% | 0 % | | | | | | | 0.00 |
| P/R BURDEN @ 41% | 0.41 % | | | | | | | 2,903.29 |
| SMALL TOOLS @ 4% | 0.04 % | | | | | | | 283.25 |
| SUBTOTAL | | | | | | | | 250,772.54 |
| Lamar OH&P on Subcontractor | 0.10 % | | | | | | | 11,635.30 |
| SUBTOTAL | | | | | | | | 262,407.84 |
| Lamar OH&P on Self Performed | 0.15 % | | | | | | | 18,001.17 |
| SUBTOTAL | | | | | | | | 280,409.01 |
| Bond & Insurance | 0.017 % | | | | | | | 4,682.83 |
| GRAND TOTAL | | | | | | | | 285,091.84 |

This office is requesting an additional (11) Eleven Days be added to the Contract.

Please advise this office in (10) Ten Days whether this RFC has been approved.

Delay in approval will require additional time be added to the contract.

Small Business
If you're a small business owner, you know your cash flow is critical. That's why you need a reliable way to manage your accounts receivable. The good news is that there are many solutions available, from simple spreadsheets to sophisticated software. The bad news is that choosing the right one can be a daunting task. This guide will help you navigate the options and find the solution that best fits your needs.

[illegible]

REGIONAL DESIGN GROUP, LLC
360 MAPLEVIEW STREET, SUITE 300
NEW BRUNSWICK, NEW JERSEY 08901
908.922.8433 FAX 908.922.9591

| No. | | Description | Amount | |
|-----|------|-------------|--------|----|
| 1 | 2 | | To | By |
| 1 | 1900 | Balance | 100.00 | |
| 2 | 1901 | Interest | 10.00 | |
| 3 | 1902 | Interest | 10.00 | |
| 4 | 1903 | Interest | 10.00 | |
| 5 | 1904 | Interest | 10.00 | |
| 6 | 1905 | Interest | 10.00 | |
| 7 | 1906 | Interest | 10.00 | |
| 8 | 1907 | Interest | 10.00 | |
| 9 | 1908 | Interest | 10.00 | |
| 10 | 1909 | Interest | 10.00 | |
| 11 | 1910 | Interest | 10.00 | |
| 12 | 1911 | Interest | 10.00 | |
| 13 | 1912 | Interest | 10.00 | |
| 14 | 1913 | Interest | 10.00 | |
| 15 | 1914 | Interest | 10.00 | |
| 16 | 1915 | Interest | 10.00 | |
| 17 | 1916 | Interest | 10.00 | |
| 18 | 1917 | Interest | 10.00 | |
| 19 | 1918 | Interest | 10.00 | |
| 20 | 1919 | Interest | 10.00 | |
| 21 | 1920 | Interest | 10.00 | |
| 22 | 1921 | Interest | 10.00 | |
| 23 | 1922 | Interest | 10.00 | |
| 24 | 1923 | Interest | 10.00 | |
| 25 | 1924 | Interest | 10.00 | |
| 26 | 1925 | Interest | 10.00 | |
| 27 | 1926 | Interest | 10.00 | |
| 28 | 1927 | Interest | 10.00 | |
| 29 | 1928 | Interest | 10.00 | |
| 30 | 1929 | Interest | 10.00 | |
| 31 | 1930 | Interest | 10.00 | |
| 32 | 1931 | Interest | 10.00 | |
| 33 | 1932 | Interest | 10.00 | |
| 34 | 1933 | Interest | 10.00 | |
| 35 | 1934 | Interest | 10.00 | |
| 36 | 1935 | Interest | 10.00 | |
| 37 | 1936 | Interest | 10.00 | |
| 38 | 1937 | Interest | 10.00 | |
| 39 | 1938 | Interest | 10.00 | |
| 40 | 1939 | Interest | 10.00 | |
| 41 | 1940 | Interest | 10.00 | |
| 42 | 1941 | Interest | 10.00 | |
| 43 | 1942 | Interest | 10.00 | |
| 44 | 1943 | Interest | 10.00 | |
| 45 | 1944 | Interest | 10.00 | |
| 46 | 1945 | Interest | 10.00 | |
| 47 | 1946 | Interest | 10.00 | |
| 48 | 1947 | Interest | 10.00 | |
| 49 | 1948 | Interest | 10.00 | |
| 50 | 1949 | Interest | 10.00 | |
| 51 | 1950 | Interest | 10.00 | |
| 52 | 1951 | Interest | 10.00 | |
| 53 | 1952 | Interest | 10.00 | |
| 54 | 1953 | Interest | 10.00 | |
| 55 | 1954 | Interest | 10.00 | |
| 56 | 1955 | Interest | 10.00 | |
| 57 | 1956 | Interest | 10.00 | |
| 58 | 1957 | Interest | 10.00 | |
| 59 | 1958 | Interest | 10.00 | |
| 60 | 1959 | Interest | 10.00 | |
| 61 | 1960 | Interest | 10.00 | |
| 62 | 1961 | Interest | 10.00 | |
| 63 | 1962 | Interest | 10.00 | |
| 64 | 1963 | Interest | 10.00 | |
| 65 | 1964 | Interest | 10.00 | |
| 66 | 1965 | Interest | 10.00 | |
| 67 | 1966 | Interest | 10.00 | |
| 68 | 1967 | Interest | 10.00 | |
| 69 | 1968 | Interest | 10.00 | |
| 70 | 1969 | Interest | 10.00 | |
| 71 | 1970 | Interest | 10.00 | |
| 72 | 1971 | Interest | 10.00 | |
| 73 | 1972 | Interest | 10.00 | |
| 74 | 1973 | Interest | 10.00 | |
| 75 | 1974 | Interest | 10.00 | |
| 76 | 1975 | Interest | 10.00 | |
| 77 | 1976 | Interest | 10.00 | |
| 78 | 1977 | Interest | 10.00 | |
| 79 | 1978 | Interest | 10.00 | |
| 80 | 1979 | Interest | 10.00 | |
| 81 | 1980 | Interest | 10.00 | |
| 82 | 1981 | Interest | 10.00 | |
| 83 | 1982 | Interest | 10.00 | |
| 84 | 1983 | Interest | 10.00 | |

EDWARD A. DUFRESNE
COMMUNITY CENTER
JULY 1988

SCHEMATIC
LANDSCAPE SITE PLAN

| | | |
|----------------|------------------|------|
| 11-2000 | 104 Aug | L101 |
| project number | 311 25.28 | |
| date | 16 November 2011 | |
| | 01 | |

2012-0448**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)****ORDINANCE NO. _____**

An ordinance to approve and authorize the execution of a contract with Bill Ward Builders, LLC, to construct a new restroom facility at the West Bank Bridge Park in Luling.

WHEREAS, sealed bids were received on November 21, 2012, for the construction of a new restroom facility to be located at the West Bank Bridge Park at 13825 River Road in Luling; and,

WHEREAS, Campo Designs Architects, Inc. has reviewed the bids and recommends that the project be awarded to the low bidder, Bill Ward Builders, LLC, in the amount of \$146,890.00; and,

WHEREAS, funding through the Louisiana Government Assistance Program (LGAP) in the amount of \$138,700.00 was secured for this project, LGAP Contract No. 1112-STC-0001; and,

WHEREAS, it is the desire of the Parish Council to approve said contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That bid of Bill Ward Builders, LLC, for the construction of the new restroom facility is hereby approved and accepted in the amount of \$146,890.00.

SECTION II. That the Parish President is hereby authorized to execute said contract and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the Seventeenth of December in the year 2012 by and between the Parish of St. Charles, called the OWNER, and Bill Ward Builders, LLC, hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

New Toilet Building West Bank Bridge Park RE-BID St. Charles Parish

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the construction of the new toilet building located at 13825 River Road, Luling, LA. Architect Project No. 1907R.

ARTICLE 2. ARCHITECT

The Project has been designed by Campo Designs – Architects who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 90 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$ 500. for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed

that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$146,890 .) One Hundred Forty-six Thousand Eight Hundred Ninety Dollars based on Base Bid as specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Architect as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by the ARCHITECT, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is

clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda Number 1

- 7.6 Contract documents bearing the general title "New Toilet Building West Bank Bridge Park" dated October 25, 2012 (revised date).
- 7.7 Drawings, consisting of a cover sheet dated October 25, 2012 and the sheets listed on that cover sheet, each sheet bearing the following general title:

"New Toilet Building West Bank Bridge Park RE-BID".
- 7.8 General Conditions
- 7.9 General Conditions, pages 1 through 40 (Section 00700) of the AIA 201 – 2007. Those General Conditions are to be referred to in the agreement and contract as GEN.CONDITIONS.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.3 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR: Bill Ward Builders, LLC

By _____
V. J. St. Pierre, Jr., Parish President

By _____
William Ward, Owner/Manager

Title _____

Title _____

Attest _____

Attest _____

END OF SECTION

2012-0449**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)****ORDINANCE NO. _____**

An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Meyer Engineers, Ltd. to provide design services for the new Parks and Recreation Equipment Building at 131 Manor Road in Luling.

WHEREAS, the Parish desires to engage Meyer Engineers, Ltd. to provide design services for the Parks and Recreation Equipment Building at 131 Manor Road in Luling, as per the Scope of Work dated December 6, 2012; and,

WHEREAS, it is the desire of the Parish and Meyer Engineers, Ltd., to enter into an agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between Meyer Engineers, Ltd. and St. Charles Parish for the new Parks and Recreation Equipment Building is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the _____ day of _____ in the year of _____

BETWEEN the Owner: St. Charles Parish
(Name and address) P.O. Box 302
Hahnville, LA 70057

and the Architect: **Meyer Engineers, Ltd.**
(Name and address) P.O. Box 763
Metairie, LA 70004

For the following Project:
(Include detailed description of Project, location, address and scope.)

St. Charles Parish Department of
Parks and Recreation Equipment Building
131 Manor Rd.
Luling, LA 70057
A/E Project No. 20-1267

The Owner and Architect agree as set forth below.

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

B141-1987 1

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.3.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 If the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7 ARBITRATION

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of None

shall be made upon execution of this Agreement and credited to the Owner's account at final payment. Dollars (\$))

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases in which particular methods of compensation apply, if necessary.)

Based on the State of Louisiana Facility, Planning and Control curve relative to the final construction amount.

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

Based on a mutually agreed upon Not-to-Exceed amount for each required service including topographic survey, geotechnical, permit application fee, resident inspection, testing, furniture, fixtures and equipment services (if required), flow test, and coordinate with environmental consultant or contractor.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

V.J. St. Pierre, Jr., Parish President

Richard C. Meyer, President

(Printed name and title)

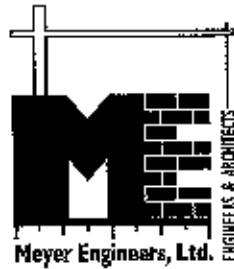
(Printed name and title)

201267SPC

OPINION OF PROBABLE COST
ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION
EQUIPMENT BUILDING
SEPTEMBER 25, 2012
REVISED OCTOBER 17, 2012
REVISED DECEMBER 6, 2012

| Description | Quantity | Unit | Unit Cost | Extended Cost |
|---|-----------------|-------------|------------------|----------------------|
| General Conditions (Overhead, Insurance, Bonds, Site Work | 1 | LS @ | \$50,000 | \$50,000 |
| Foundation and Slab | 3,000 | SF @ | \$20 | \$60,000 |
| Building Construction | 3,000 | SF @ | \$75 | \$225,000 |
| HVAC | 3,000 | EA @ | \$20 | \$60,000 |
| Plumbing | 300 | SF @ | \$25 | \$7,500 |
| Electrical | 3,000 | SF @ | \$15 | \$45,000 |
| Emergency Generator | 1 | LS @ | \$50,000 | \$50,000 |
| SUBTOTAL CONSTRUCTION COST | | | | \$532,500 |
| CONSTRUCTION CONTINGENCY | | | 10% | \$53,300 |
| TOTAL CONSTRUCTION COST | | | | \$586,000 |
| AE Fee from FP&C Fee Curve (9.61%) | | | | \$56,294 |
| Supplemental Services | | | | |
| Topographical Survey (EST) (NTE) | | | | \$8,000 |
| Geotechnical Report (EST) (NTE) | | | | \$6,000 |
| Building Permit Review Application Fee (EST) (NTE) | | | | \$1,600 |
| Fire Marshal Plan Review Fee (NTE) | | | | \$20 |
| Testing (2% of Construction Cost) (EST) | | | | \$10,000 |
| Detail Cost Estimate (if required) | | | | \$0 |
| Base Flood and Slab Elevation Certificate (EST) (NTE) | | | | \$500 |
| Building Construction Benchmark Certificate (EST) (NTE) | | | | \$500 |
| Interior Design (if required) | | | | \$0 |
| Total Supplemental Services | | | | \$26,620 |
| TOTAL PROJECT COST | | | | \$668,914 |

Richard C. Meyer, P.E.
President
David H. Dupré, P.E.
Vice President
James J. Papia, AIA, NCARB
Mark A. Schutt, P.E.
Ann M. Theriot, P.E.
Jessica D. Woodward, P.E.



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Charles E. Meyer, P.E.
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Jitendra C. Shah, P.E.
Vice President
John Spranley, A.I.A.
Matthew J. Falati, P.E.
Elena G. Anderson, IIDA
LA Reg. ID # 1353
Eric M. Cohwart, P.E.

December 13, 2012

MAILED & EMAILED

Mr. Timothy Vial
Chief Administrative Officer
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057
Email: tvial@stcharlesgov.net



Re: St. Charles Parish Recreation
Equipment Building
A/E Project No. 20-1267

Dear Mr. Vial,

Enclosed are four (4) executed copies of the AIA Standard Form of Agreement Between Owner and Architect along our Certificate of Insurances for the above reference project for further processing. Also, enclosed are the Scope of Work, Revised Opinion of Probable Cost dated December 6, 2012 and Fee Schedule.

After execution, please return one (1) copy to our office. We look forward to working with the Parish on this project.

Sincerely,

Meyer Engineers, Ltd.

James J. Papia, AIA, NCARB

JJP/tmt

Enclosures

4937 Hearst Street, Suite 1B Metairie, Louisiana 70001 | 504 885 9892
2031 Claiborne Street Mandeville, Louisiana 70448

2012-0379

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

RESOLUTION NO. _____

A resolution providing mandatory supporting authorization to Antioch Baptist Church to endorse the Planning Board of Commissioners positive recommendation to waive the 6 ft. fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property line of the site where it abuts Lot 97B of the Ranson Subdivision, Section 39, Township 14 S, Range 20 E, for the approved special permit (PZSPU-2012-07) for a cemetery on Lot 95F of the Ranson Subdivision, at 16461 Old Spanish Trail, Des Allemands.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive any zoning regulations associated with a special permit use; and,

WHEREAS, the applicant requested a partial waiver to the 6-foot solid fence or screen buffer requirements; and,

WHEREAS, buffering should be required adjacent to residentially zoned property; and,

WHEREAS, the Planning Board of Commissioners approved PZSPU-2012-07 and recommended approval of the noted waiver.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting resolution to waive the 6-foot fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property of the site where it abuts Lot 97B of the Ranson Subdivision, Section 39, Township 14 S, Range 20 E, for the approved special permit (PZSPU-2012-07) for a cemetery on Lot 95F of the Ranson Subdivision, at 16461 Old Spanish Trail, Des Allemands.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZSPU-2012-07 requested by Antioch Baptist Church for a special permit for a cemetery with waiver to the 6 ft. fencing requirement at 16461 Old Spanish Trail, Des Allemands. Zoning District M-1 (proposed OL) Council District 4.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

Mr. Gibbs: Next item on the agenda is **PZSPU-2012-07** requested by **Antioch Baptist Church** for a special permit for a cemetery on Lot 95F of the Ranson Subdivision, at 16461 Old Spanish Trail, Des Allemands; the application includes a waiver to the 6 ft. fencing requirement along the eastern property line where the site abuts Lots 91C, 93D, and 95E and along the northern property line of the site where it abuts Lot 97B all of the Ranson Subdivision, Section 39, Township 14 S, Range 20 E. Zoning District M-1 (proposed OL). Council District 4. Mr. Matherne.

Mr. Matherne: Mr. Chairman, this is exactly the same thing but for the special permit use for the cemetery. There is one small change. In response to some concerns raised by the abutting property owners that's between the cemetery and Old Spanish Trail, the church has modified its request for the waiver. They will install the fence between themselves and the residents and the sides that you would be granting the waivers on are sides that are vacant and there is no one there.

With that being said, the Department recommends approval as presented, with a waiver to the fence on the side.

Mr. Gibbs: Thank you Mr. Matherne. This is a public hearing for PZSPU-2012-07, anyone in the audience care to speak in favor. Name and address for the record please.

Mitchell Bolden, Jr., 143 S. Kinler, also the Pastor of Antioch Baptist Church. Seeking your approval.

Mr. Gibbs: Anyone else to speak in favor? Anyone else to speak against?

Good Evening, my name is Darlene Simmons I live at 15407 Old Spanish Trail, Des Allemands and I occupy 95C. I was wondering for cemetery, from the beginning of the church would they go all the way to the curve part where I stay. I want to know are they changing the zone?

Mr. Gibbs: Mr. Matherne.

Mr. Matherne: They are asking to change it from light industrial to open land, the zoning. The cemetery is proposed to go all the way to 97A.

Ms. Simmons: Another question, they change the zone, would we be able to put a mobile home or build on my property or do I have to go back and get that rezoned or something like that?

Mr. Matherne: It will not affect your property, it only affects the zoning on their property.

Ms. Simmons: Ok. So the graveyard will run all the way from Antioch Baptist Church all the way to the curve.

Mr. Matherne: Not quite to the curve.

Ms. Simmons: Not to the curve?

Mr. Matherne: About 200 ft. shy of the curve.

Ms. Simmons: That's passed 95C, that's my lot.

Mr. Matherne: It runs about to the last trailer.

Ms. Simmons: Ok. It's just that I'm concerned but I would love to cemetery there, because we need space for our relatives to be buried. I'm just asking that wherever they put it at, I want to know if they can push it back a little further.

Mr. Gibbs: Thank you. Anyone else to speak in favor or against? State your name and address please.

Good evening, my name is Carolyn Simmons, I live at 16437 Old Spanish Trail, in Des Allemands. I'm right on side of the Antioch Baptist Church. I'm the one where they want

to put the graveyard right behind my back door. They're saying they're not putting it right behind my back door, it's going to be like 300 ft. behind me, but I'm still opposing of them putting it behind my back door. I have a written statement and a petition from my mom. I oppose to the rezoning and the permit to allow the cemetery behind our back door.

Mr. Gibbs: Thank you Ms. Simmons.

Good evening my name is James Smith, III. I'm the property owner of 95A and 95B. I have one question, if they put the graveyard and cemetery, who's going to build the value of my property.

Mr. Gibbs: Your question is again, one more time?

Mr. Smith: My question is, in other words, you put a cemetery behind the property, right?

Mr. Gibbs: That's what's proposed.

Mr. Smith: The value of the property will go up or go down?

Mr. Gibbs: Wish I was a qualified appraiser to answer that for you, but I can't give you a qualified answer on that. Really, it's not my position to be able to give you an answer that you're looking for, to be honest with you.

Mr. Smith: You can't give me answer.

Mr. Gibbs: You probably have to get an appraiser out and do a professional job.

Mr. Smith: If you vote a cemetery in tonight it tells me that you don't know what the value of property would do go up or down, and in so many ways that's what you're telling me. If you make a vote tonight, I don't know if my property will go up or go down. You can't even answer.

Mr. Gibbs: We're not in a position to do that.

Mr. Smith: Somebody ought to be able to say something. This is business as far as the land. When I tried to buy the property that the church at the end of my property line, they said the land wouldn't drain.

Mr. Gibbs: Mr. Matherne

Mr. Matherne: You're right the property was zoned wetland, that does not prohibit the sale of property. The folks at Antioch did purchase the property and it took them the better part of 3 years to get the Corp of Engineers to clear the property for them. I'm not going to quote the price of their mitigation they had to pay to get it out of wetland, it's not my place to quote it, but it's about the same value as the property. The only thing I'll tell you about the abutting land value, is that right now today, that property is zoned light industrial, which means a fairly big commercial establishment can come in your back yard right now with the existing zoning. The proposed zoning and the proposed used is a lot less intense than what could be put there right now. I don't know which one would hurt your property values more if you had a small processing plant in your back yard or if you had a cemetery in your back yard. I'm not an appraiser, but I can tell you that the use that they are proposing is a lot less intense than what could go there today. So that's the best I can do to help answer your question.

Mr. Smith: Nobody will be liable for the value of my property, not Planning & Zoning, not Antioch, nobody would be liable for the value of my property.

Mr. Gibbs: Not at this point. I know what you're looking for, but it's unfortunate that we're not in that position to satisfy it.

Mr. Smith: I'm against it.

Mr. Gibbs: We appreciate. Thank you. Anyone else in the audience care to speak?

Yes good evening, my name is Linda Howard and live at 16423 Old Spanish Trail in Des Allemands, La. We're not really opposed to the graveyard, but there were a lot of different stories about where the graveyard was supposed to be. My sister and us got together and we talked to the people, our Pastor and Mr. Louis Revader for doing whatever they did to get this done. Yet in all, I think we should have been approached by our Pastor, the trustee board from our church where we are all members and we are all family and it should be they should have came to us and let us know what the situation was behind the graveyard. We had to hear it out in the street, nobody didn't come to us, when my sister asked questions about it, nobody didn't seem to know anything. I think that was wrong for not coming to us because we are members of that church. By us being property owners there, someone should have came to us or call a meeting or something to say what the situation was going to be behind my sister's trailer. I live next door to my sister, my daughter lives behind me and we don't want the graveyard either behind us, like Mr. Smith was saying, what would the depreciation of our property be, that's what we're considering. What is going to become of our land that we have, because in other words, not with no animosity against anybody here, I'm opposing that. I would like to know if they would like to have a graveyard behind their homes. I know they probably wouldn't even want to have it. It wouldn't be a problem if it was already there, it wouldn't be a problem for anybody, because it would be there already. The problem is bringing in. Even though we may have to be buried there, still we should have been aware of what was going on and not everything being kept undercover. To me it seems like they did it all behind our back and my sister was the only one that got a letter from the Planning and Zoning saying that's where the cemetery was going to be behind her home and we are opposed to it. Very opposed to it, because of the depreciation of our property, we will go down, nobody wouldn't say if it will or if it won't but it definitely will.

Mr. Gibbs: So noted, we appreciate your concern.

Ms. Howard: Thank you.

Mr. Gibbs: Thank you. Anyone else to speak in favor or against?

My name is Barbara Green, I live at 16672 Hwy. 90, Des Allemands. I am here to try to correct some of the things that I've heard. None of this was undercover, we do have business meetings and all the members are invited to come to the business meetings, they can choose to come or not come, but this was not done undercover and I just couldn't sit there and let that be a part of your record. I am in favor of the cemetery. I looked at where I saw a stake next to one of the sheds that's on our property and it's not really in anybody's back yard. We have cemeteries all over this parish and they have houses near them. So this is nothing new, I don't think it's beyond approach for anybody to have a cemetery next to them. The people in the cemetery don't cause problems, they're just resting. Thank you.

Mr. Gibbs: Thank you Ms. Green. Anyone else to speak? Commission members any questions or concerns?

Ms. Marousek: I just want to note for you to vote with or without the waiver when you make your motion.

Mr. Booth: I make a motion that we have the waiver to the 6 ft. fence and plant requirement that they will have to go to the Council.

Mr. Clulee: Second.

Mr. Gibbs: Cast your vote.

| | |
|---------|---|
| YEAS: | Pierre, Booth, Gibbs, Galliano, Clulee, Perry |
| NAYS: | None |
| ABSENT: | Foster |

Mr. Gibbs: That's unanimous with Mr. Foster absent.

Mr. Matherne: I need to get those copies back to forward to the Council.

Mr. Gibbs: Sure. Commission members please cast your vote for PZSPU-2012-07.

YEAS: Pierre, Booth, Gibbs, Galliano, Clulee, Perry

NAYS: None

ABSENT: Foster

Mr. Gibbs: That's unanimous with Mr. Foster absent. That will go to the Parish Council in January.

12-6-12

Good Evening Councils

I Mrs. Fannie E. Simmons of 16415
 Old Spanish Ter. Des Allemands, are
 one of the adjacent Homeowners also
 I am not able to attend this meeting,
 but I am opposed to the rezoning
 of the Property, and I am opposed to
 the special Permit to allow a
 Cemetery behind the home of my
 Daughter Carolyn Simmons. Please
 consider how we all feel about
 this problem, we do hope that you all
 consider deny both of these request.

Mrs. Fannie E. Simmons

We the undersigned adjacent property owners are 1) **opposed** to the rezoning of the property along the rear of our property for the ultimate goal of constructing a cemetery, and 2) **opposed** to the special use permit to allow the cemetery in the proposed zoning district if the rezoning is approved. The zoning regulations were established to protect adjacent property owners, not to provide the applicant what they are requesting when it detrimentally affects the adjacent property. We strongly request that you deny both of these request. Put yourself in our position. Would you want a cemetery to be allowed next to your house when you and your neighbors are opposed to it?

| Name | Signature | O.S.T. Address | Date |
|--------------------|-----------------|----------------------------------|---------|
| 1. Carolyn Simmons | Carolyn Simmons | 16437 Old Spanish Ln. LA 70030 | 12-2-12 |
| 2. Sheere Davis | Sheere Davis | Des Almonds LA 70030 | 12-2-12 |
| 3. Troy Allen | Troy Allen | 172 Norman LA Des Almonds 70030 | 12-2-12 |
| 4. Jacob Middleton | Jacob Middleton | Boutte, La 70030 | |
| 5. Cheryl Simmons | Cheryl Simmons | 172 Norman La Des Almonds, 70030 | 12-3-12 |
| 6. Hilary Simmons | Hilary Simmons | 144 Norman Ln 70030 | |
| 7. Crystal Simmons | Crystal Simmons | 148 Norman Ln 70030 | |
| 8. Destiny Simmons | Destiny Simmons | 172 Norman Ln 70030 | |
| 9. Tiana Simmons | Tiana Simmons | 172 Norman La 70030 | |

We the undersigned adjacent property owners are 1) **opposed** to the rezoning of the property along the rear of our property for the ultimate goal of constructing a cemetery, and 2) **opposed** to the special use permit to allow the cemetery in the proposed zoning district if the rezoning is approved. The zoning regulations were established to protect adjacent property owners, not to provide the applicant what they are requesting when it detrimentally affects the adjacent property. We strongly request that you deny both of these request. Put yourself in our position. Would you want a cemetery to be allowed next to your house when you and your neighbors are opposed to it?

| Name | Signature | O.S.T. Address | Date |
|---------------------|------------------|--|-----------|
| 1. BRADLEY BRIMMER | Bradley Brimmer | Des Allemands | 12-2-12 |
| 2. Floyd Howard | Floyd Howard | Des Allemands | 12-2-12 |
| 3. Linda Howard | Linda Howard | 16423 Old Spanish Trail, Des Allemands | 12-2-2012 |
| 4. Kristy Howard | Kristy Howard | 16434 Old Spanish Trail, Des Allemands | 12-2-2012 |
| 5. Jordan Simmons | Jordan Simmons | 16413 Old Spanish Trail, Des Allemands | 12/2/12 |
| 6. Darlene Simmons | Darlene Simmons | 16407 Des Allemands | 12/2/12 |
| 7. PATRICIA LEWIS | Patricia Lewis | | 12-2-12 |
| 8. Lentral Lewis | Lentral Lewis | | 12-2-12 |
| 9. Bernadine Howard | Bernadine Howard | 16683 Old Spanish Trail, Des Allemands, La 70030 | 12-2-12 |

We the undersigned adjacent property owners are 1) **opposed** to the rezoning of the property along the rear of our property for the ultimate goal of constructing a cemetery, and 2) **opposed** to the special use permit to allow the cemetery in the proposed zoning district if the rezoning is approved. The zoning regulations were established to protect adjacent property owners, not to provide the applicant what they are requesting when it detrimentally affects the adjacent property. We strongly request that you deny both of these request. Put yourself in our position. Would you want a cemetery to be allowed next to your house when you and your neighbors are opposed to it?

- | | Name | Signature | O.S.T.
Address | Date |
|----|-------------------|--------------------------|----------------------------------|-----------|
| 1. | Lyndee Spnes | <i>Lyndee Spnes</i> | 14049 Hurst St Des Allmonds | 12-4-12 |
| 2. | Elizabeth Hill | <i>Elizabeth Hill</i> | Des Allmonds | 12/4/12 |
| 3. | PERNELL ROBERTSON | <i>Pernell Robertson</i> | P.O. Box 866 BOUTTE LA, 70039 | 12-4-12 |
| 4. | GALEN HILL | <i>Galen Hill</i> | Des Allmonds LA | 12-4-12 |
| 5. | Juan Roberts | <i>Juan Roberts</i> | 123 Jones Ave | |
| 6. | James Smith | <i>James Smith</i> | | 12-4-12 |
| 7. | CARL CHAPMAN | <i>Carl Chapman</i> | Des Allmonds | 12-4-12 |
| 8. | Lynn Simmons Sr | <i>Lynn Simmons Sr</i> | Des Allmonds | 12-4-2012 |
| 9. | BRIAN HOWARD | <i>Brian Howard</i> | Des Allmonds | 12-4-12 |

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZSPU-2012-07

REVISED

11-5-12

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:**
Antioch Baptist Church of Des Allemands
P.O. Box 538
Des Allemands, La 70030
- ◆ **Location of Site:**
16461 Old Spanish Trail, Des Allemands
- ◆ **Requested Action:**
Special Permit Use
- ◆ **Purpose of Requested Action:**
Establishment of a cemetery

SPECIFIC SITE INFORMATION

- ◆ **Size of Parcel:**
Approx. 2 acres
- ◆ **Existing Land Use:**
Church; vacant
- ◆ **Existing Zoning:**
M-1 and O-L (Proposed all OL)
- ◆ **Surrounding Land Uses and Zoning:**
M-1, R-1M, and R-1A(M) zoning surround the site. Eight (8) R1-A(M) uses and a cell tower are near the site; the rest of the area is vacant.
- ◆ **Comprehensive Plan Specifications:**
The Future Land Use Map lists the entire area as Light Industrial
- ◆ **Utilities:**
Standard utilities are available in the subject area.
- ◆ **Floodplain Information:**
X Zone; ABFE AE+5
- ◆ **Traffic Analysis:**

Site is accessible by Old Spanish Trail (LA 631), a winding two-way road that roughly parallels the Burlington Northern Rail Road from Paul Maillard Road to the Parish line.

APPLICABLE REGULATIONS

Appendix A. Section VI.A.[I].1.c.:

(3) Cemeteries and mausoleums, provided that they meet the criteria outlines in Special Provisions [subsection 3].

AND

Appendix A, Section VI.A.[I].3:

e. Cemeteries and mausoleums:

- (1) All cemetery or mausoleum sites must have a minimum street frontage of one hundred (100) feet. (Ord. No. 08-3-4, § 1, 3-24-08)
- (2) All cemetery or mausoleum sites must have a fence or screen planting six (6) feet high along all property lines adjoining all districts. (Ord. No. 08-5-7, § 1, 5-19-08)

AND

Appendix A, Section IV. 9.: Review and evaluation criteria/special permit use and special exception use: The appropriate decision-making agent and/or body shall review and evaluate each application based upon the following relevant criteria:

- a. Comparison with applicable standards established by the Comprehensive Land Use Plan as applied to the proposed use and site.
- b. Compatibility with existing or permitted uses on abutting sites, in terms of building construction, site development, and transportation related features.
- c. Potentially unfavorable effects or impact on other existing conforming or permitted uses on abutting sites, to the extent such impacts exceed those impacts expected from a standard permitted use in the applicable zoning district.
- d. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and uses in the area.
- e. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
- f. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
- g. Conformity with the objectives of these regulations and the general purposes of the zone in which the site is located.
- h. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.

ANALYSIS

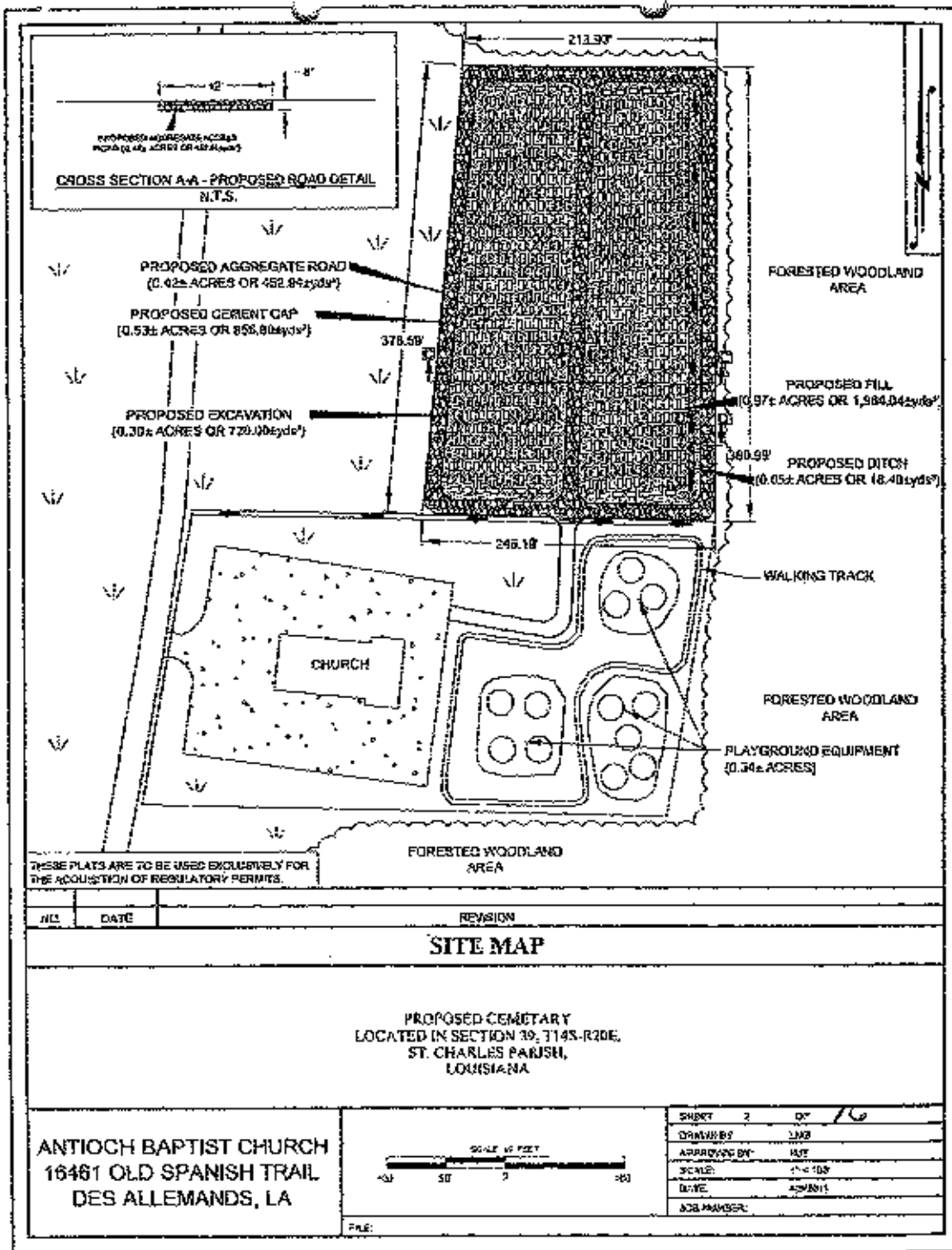
Applicant requests both a rezoning to OL, PZR 2012-10, and a Special Permit to allow the church to construct a private cemetery. Cemeteries are permitted uses in the C-2 and C-3 zoning districts with a 20 acre minimum lot area. They are also permitted as a Special Permit Use in the OL zoning district without a minimum lot area with the special provision that the property have at least 100 feet of street frontage and that the cemetery site be surrounded by a fence or screen planting six (6) feet high along all property lines. The property was re-subdivided into a single lot of record in 2006. Therefore the minimum frontage requirement is met with frontage along Old Spanish Trail. However, the applicant is seeking a waiver to the 6 ft. fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property line of the site where it abuts Lot 97B of the Ranson Subdivision. This would mean that the church would install the require fence along the south side of the cemetery where it abuts the existing residential uses on lots 91A, 93A, 93B, 95A, 95B, 95C and 97A.

If PZR 2003-02 is granted, this application meets or exceeds evaluation criteria b, c, d, e, f, g, and h, in that the proposed use is passive in nature. In order to meet criteria a, the Comprehensive Plan Future Land Use Map would have to be modified, which is addressed in the accompanying rezoning PZR-2012-10.

DEPARTMENTAL RECOMMENDATION

Department recommends approval as presented with a waiver to a waiver to the 6 ft. fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property line of the site where it abuts Lot 97B of the Ranson Subdivision

Any waiver to the 6 foot fencing or planting requirement must be approved by Council Resolution.



2012-0453

Ronald J. Perry
P.O. Box 192
Norco, LA 70079

December 21, 2012

Ms. Traci Fletcher
Councilwoman, District VI
St. Charles Parish Council
P.O. Box 302
Hahnville, LA 70057

DEC 27 2012

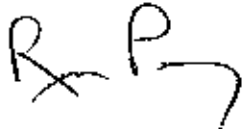
Subject: Planning & Zoning Commission Resignation

Dear Ms. Fletcher:

I am writing to announce my resignation from the St. Charles Parish Planning & Zoning Commission due to my acceptance of a full-time position with St. Charles Parish. My first day with the Parish is scheduled to be January 14th, and this resignation will be effective January 4, 2013.

Please allow me to thank you for the confidence that you have placed in me by appointing me to the Commission, and to let you know that it has been my privilege to serve you and the residents of our district in this capacity.

Very truly yours,

A handwritten signature in black ink, appearing to be "R. J. Perry", written in a cursive style.

Ronald J. Perry